

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, December 12, 2022, at 1:30 PM

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 December 12, 2022, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Discussion: Interviews for Director Candidates to Fill Vacancy Ward 5**
 - a. Consider Appointment of Director to Fill Vacancy**
- 6. 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 November 14, 2022, Regular Meeting**
 - b. Approve Unaudited Financials for November 2022**
 - c. Approve Invoices through December 12, 2022**
 - d. Tri-Hydro Corporation Consulting Eaton Pipeline Project Inspection Scope**
 - e. Tri-Hydro Corporation NWCWD Regulatory Compliance Scope & Fee**
 - f. Tank 1, Tank 7 and Tank 5 Maintenance and Coating Scope of Services**
 - g. Grazing Lease Agreement with Paul F. Hill, Antonia M. Hill (2021-2025)**
 - h. American West Construction County Road 74/33 Change Order 02**
 - i. Amended Water Exchange Agreement with Colorado State University**
 - j. Final Pay Application Old Eaton Pipeline Project**
- 7. Financial Matters:**
 - a. Conduct Public Hearing on 2022 Budget Amendment and Consider Adoption of Resolution No. 20221212-01: Resolution Amending 2022 Budget (*if needed*) (enclosure)**
 - b. Conduct Public Hearing on 2023 Budget and Consider Adoption of Resolution No. 20221212-02: Resolution Adopting 2023 Budget, Imposing Mill Levy and Appropriating Funds (enclosure)**

8. Discussion: Discussion re 2023 Rate Increases
9. Action: Consider Adoption of Resolution No. 20221212-03: 2023 Annual Administrative Resolution (enclosure)
10. Action: Consider Adoption of Resolution No. 20221212-04: Resolution Calling May 2, 2023, Election (enclosure)
 - a. Designate Method of Providing Notice of Call for Nominations
11. Action: Consider Knox Gravel Pit Loveland Ready Mix Inspection Period (enclosure, Privileged and Confidential)
12. Action: Review Bids and Presentation for Weld County Transmission Line and Tank 1C Engineering and Professional Services Selection, Consider Award of Contract, Notice of Award, and Notice to Proceed (presentation)
 - a. Tri-hydro Corporation
 - b. Ditesco Engineering Services
13. Action: Consider Approval of Condemnation Authority for the NWCWD and City of Greeley Interconnect Easement at the Serfer Land Ventures LLC. Property (enclosure)
14. Action: Saddler Ridge Development (enclosure, Privileged and Confidential)
15. 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 Saddler Ridge Development Negotiations, and Knox Pit Inspection Period
16. District Manager's Report:
 - a. Tap Sales
 - b. Christmas Party Eaton Country Club on Dec 16 at 11:30
 - c. Water Resource Engineer Ms. Jan Sitterson
 - d. New Server Installed
 - e. Strata Op Update
17. 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 14th day of November, 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; Kim Newcomber, Slate Communications; Stephen Gagliardi, Town of Severance Liaison; 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. Cook, the Board unanimously approved the agenda.

PUBLIC COMMENT

Mr. Bean addressed the Board regarding water acquisitions and water banking.

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 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

Water Supply and Storage Recharge Site Longs Peak Dairy

- a. Notice to Proceed
- b. Notice of Award
- c. Contract for Construction Quality Pump
- d. Purchase and Sale Agreement
- e. Recharge Pond Easement Agreement

Mr. Reckentine presented to the Board regarding bids for the Long's Peak Recharge Basin Project and the bids received. There were two bidders and Quality Well & Pump, LLC was the lowest bidder. Mr. Reckentine recommended awarding the contract to Quality Well & Pump, LLC.

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the board approved awarding the contract to Quality Well & Pump, LLC, approved the Notice of Award and Notice to Proceed, approved the Purchase and Sale Agreement with Longs Peak Dairy, LLC, and Recharge Pond Easement Agreement with Longs Peak Dairy, LLC. Mr. Cook voted no.

Consider Approval of Water Rights Dedication - Lorson South Land Corp. Water Dedication Agreement Ridge 5

Mr. Reckentine presented the proposed Water Dedication Agreement to complete the required dedication for Ridge 5. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Water Dedication Agreement for Ridge 5 was unanimously approved by the Board.

WATTER MATTERS

a. Commercial Sector Demand Analysis Discussion and Proposed Policies

Mr. Reckentine reported to the Board regarding continuing discussions with consultants to bring new policies to the Board for consideration to address issues raised in the reviewing the reviewing commercial sector demand. The Board expressed an interest in taking reasonable action to address the issues.

b. Plant Investment and Meter Sale Matters

The Board discussed the history of tap sales to former staff and board members in Executive Session.

Saddler Ridge Development

The Board discussed in Executive Session.

EXECUTIVE SESSION

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

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 and receiving legal advice §§ 24-6-402(4)(b) and (e), C.R.S., related to Saddler Ridge Development.

Following the conclusion of the executive session, no action was taken regarding the Saddler Ridge Development.

Following the conclusion of the executive session, the Board directed legal counsel and staff to review the history of certain tap sales to former staff and board members and report back to the Board any findings.

Adopt Resolution No. 20221114-01: Certifying Delinquent Fees to the Counties for Collection (Weld County)

Mr. White presented regarding the certification of delinquent fees to the counties for collection. Mr. White noted that notice that the Board would consider certification of delinquent fees for collection was provided to the properties indicated in the proposed resolutions. No payments were received.

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously adopted Resolution 20221114-01.

Adopt Resolution No. 20221114-02: Certifying Delinquent Fees to the Counties for Collection (Larimer County)

Mr. White indicated there are no accounts for certification in Larimer County. No action was taken.

Appointment of Director to Fill Vacancy

Mr. White discussed with the Board the process to appoint directors. Mr. White reported that notice of the vacancy on the Board was published and posted to the District’s website with directions to complete an application.

The Board discussed and determined to hold director interviews at its December 12, 2022 meeting. All potential candidates are expected to complete the application and return it to Mr. Reckentine before the meeting packet deadline on December 7, 2022. Mr. Reckentine will communicate the deadline to the individuals who have expressed interest in being appointed.

DISTRICT MANAGER’S REPORT

a. Tap Sales

Mr. Reckentine reported 4 taps were sold in the last month.

b. Election Status Update

The Board discussed the election results and failure to approve the mill levy ballot issue.

c. NWCWD 2023 Budget Enclosure

The Board received an updated 2023 budget.

d. Tri-Districts Dinner November 17, Ptarmigan Country Club

Mr. Reckentine reported that the Tri-District Dinner is scheduled for November 17 and there is anticipated to be a Strata-ops discussion at that meeting.

e. Strata Operations Regional Planning Update

Mr. Reckentine noted that the Strata-ops discussion may include discussion about forming an authority. The Board may have interest in continued discussions, but is not ready to make any commitments.

f. Christmas Party Eaton Country Club on December 16.

The Christmas party is scheduled for December 16.

ADJOURNMENT

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

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

Secretary for the District

Attorney Statement
Regarding Privileged Attorney-Client Communication

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that in my capacity as the attorney representing the North Weld County Water District (the “District”), I attended the Executive Session on November 14, 2022, for the sole purposes of conferencing with the District’s Board of Directors for the purpose of giving legal advice on specific legal questions and discussing negotiations with third parties as authorized by §§ 24-6-402(4)(b) and (e), C.R.S. I further attest that it is my opinion that all or a portion of the executive session discussion constituted attorney-client privileged communication as provided by § 24-6-402(4)(b), C.R.S., and based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S.

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

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
November 30, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,389,876.95	
1015 - COLO TRUST - GENERAL		24,534,398.17	
1017 - COLO TRUST- RRR		265,563.25	
1019 - COLO TRUST - 2019 BOND		2,169,529.09	
1020 - COLO TRUST - 2022 BOND		38,254,285.42	
1030 - CASH DRAWER		200.00	
1035 - CONTRA CASH RESERVE		(1,705,883.00)	
1050 - CASH RESERVE (CWRPDA)		1,705,883.00	
1100 - AR WATER (DRIP)		1,018,027.28	
1105 - AR CONSTRUCTION METERS		106,813.60	
1116 - ACCOUNTS RECEIVABLE		20,849.73	
1230 - PREPAID INSURANCE		9,168.65	
1300 - INVENTORY		1,757,763.80	
		<u>1,757,763.80</u>	
Total Current Assets			69,526,475.94

Property and Equipment

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

Other Assets

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

Total Assets	\$	<u><u>243,296,372.15</u></u>	
--------------	----	------------------------------	--

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	5,571.50	
2216 - CONST MTR DEPOSITS		118,900.00	

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
November 30, 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		445,897.42
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		24,142,109.42
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	44,470,763.34	
	<u> </u>	
Total Capital		<u>219,154,262.73</u>
Total Liabilities & Capital		<u>\$ 243,296,372.15</u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 801,330.70	\$ 11,892,092.63	\$ 11,484,447.00	(407,645.63)	103.55
3111 - WATER ALLOC SURCHARGE	13,512.00	4,980,698.00	2,625,016.00	(2,355,682.00)	189.74
3112 - PLANT INVEST SURCHARGE	22,574.25	3,525,038.65	2,132,826.00	(1,392,212.65)	165.28
3113 - ADJUSTMENTS	(4,181.42)	(18,697.56)	(20,000.00)	(1,302.44)	93.49
3140 - CONST METER USAGE	16,747.82	295,837.02	205,000.00	(90,837.02)	144.31
3141 - CONSTR METER RENTAL	1,215.00	11,200.00	5,500.00	(5,700.00)	203.64
3142 - CONSTRUCT METER REPAIR	0.00	11,568.18	550.00	(11,018.18)	2,103.31
OPERATING	851,198.35	20,697,736.92	16,433,339.00	(4,264,397.92)	125.95
3210 INTEREST-COTRUST-GENERAL	191,486.79	557,623.60	130,384.00	(427,239.60)	427.68
3220 - PORT PARTONAGE AGFINITY	0.00	393.59	812.00	418.41	48.47
NON OPERATING	191,486.79	558,017.19	131,196.00	(426,821.19)	425.33
3310 - TAP (PI) FEES	52,950.00	3,453,950.00	1,000,000.00	(2,453,950.00)	345.40
3311 - DISTANCE FEES	4,500.00	403,725.00	173,189.00	(230,536.00)	233.11
3312 - WATER (ALLOCATION) FEE	187,500.00	2,367,250.00	300,000.00	(2,067,250.00)	789.08
3314 - INSTALLATION FEES	5,550.00	793,657.45	324,730.00	(468,927.45)	244.41
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	0.00	(56,041.85)	150,000.00	206,041.85	(37.36)
3320 - NON-POTABLE TAP FEE	0.00	112,000.00	48,709.00	(63,291.00)	229.94
3321 - NON-POTABLE INSTALL	0.00	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	250,500.00	7,134,545.60	2,157,792.00	(4,976,753.60)	330.64
3410 - WATER RENTAL	0.00	36,144.00	17,850.00	(18,294.00)	202.49
3415 - WSSC RETURN FLOW RENTAL	1,574.00	3,148.00	0.00	(3,148.00)	0.00
AG WATER	1,574.00	39,292.00	17,850.00	(21,442.00)	220.12
3500 - MISCELLANEOUS	104.68	46,160.57	0.00	(46,160.57)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	575.00	9,775.00	5,412.00	(4,363.00)	180.62
3530 - RISE TOWER RENT	300.00	3,300.00	7,902.00	4,602.00	41.76
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	979.68	59,235.57	34,963.00	(24,272.57)	169.42
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(1,400.54)	(1,400.54)	(63,672.00)	(62,271.46)	2.20
3640 - EQUIPMENT/VEHICLE SALE	(150,000.00)	(150,000.00)	(541.00)	149,459.00	27,726.43
FARM INCOME	151,400.54	151,400.54	73,414.00	(77,986.54)	206.23
3700 - BOND PROCEEDS	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 ELEVEN MONTHS ENDING NOVEMBER 30, 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	1,447,139.36	63,255,227.82	56,848,554.00	(6,406,673.82)	111.27
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	2,165,764.65	2,536,484.52	370,719.87	85.38
4120 - RENTAL WATER	0.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	0.00	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	385.24	584,352.75	1,443,962.24	859,609.49	40.47
4160 - RULE 11 FEES	0.00	27,200.00	63,765.00	36,565.00	42.66
4170 - WATER QUALITY - TESTING	1,621.00	13,955.00	6,072.44	(7,882.56)	229.81
4175 - BACKFLOW SURVEYING	0.00	4,506.96	0.00	(4,506.96)	0.00
418 - RE-ALLOCATION	3,095.58	3,095.58	0.00	(3,095.58)	0.00
WATER	(5,101.82)	(2,816,544.16)	(4,145,254.63)	(1,328,710.47)	67.95
4210 - SALARIES, FIELD	96,447.72	1,033,266.01	1,056,784.98	23,518.97	97.77
4220 - SALARIES, ENGINEERING	9,659.39	99,496.98	225,284.46	125,787.48	44.17
4240 - INSURANCE HEALTH	17,794.07	189,038.72	188,752.00	(286.72)	100.15
4250 - RETIREMENT	5,505.86	68,386.43	82,256.14	13,869.71	83.14
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	546.61	4,639.60	6,500.00	1,860.40	71.38
4280 - MISCELLANEOUS	0.05	(26.22)	1,103.81	1,130.03	(2.38)
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(129,953.70)	(1,394,801.52)	(1,571,940.29)	(177,138.77)	88.73
4410 - FIELD	524.77	48,658.35	0.00	(48,658.35)	0.00
4411 - LOCATES	9,425.90	20,150.90	15,197.35	(4,953.55)	132.59
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	0.00	23,993.57	0.00	(23,993.57)	0.00
4415 - WATER LINES (REPAIRS)	1,715.00	190,863.48	50,000.00	(140,863.48)	381.73
4416 - APPURTENANCE(REPAIR)	703.80	48,174.70	0.00	(48,174.70)	0.00
4417 - METER SETTING	8,113.50	150,825.87	108,243.00	(42,582.87)	139.34
4418 - MASTER METERS	0.00	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	0.00	229,888.65	0.00	(229,888.65)	0.00
4420 - STORAGE TANKS (O & M)	12,977.00	122,402.67	22,500.00	(99,902.67)	544.01
4430 - PUMP STATIONS (O & M)	1,129.50	58,962.31	10,612.08	(48,350.23)	555.62
4435 - CHLORINE STATION	0.00	4,996.84	5,306.04	309.20	94.17
4440 - EQUIPMENT	2,494.45	81,663.30	42,335.83	(39,327.47)	192.89
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	4,139.05	32,572.93	27,060.80	(5,512.13)	120.37
4460 - VEHICLES	5,058.17	119,690.94	100,000.00	(19,690.94)	119.69
4470 - SAFETY	1,380.00	9,066.89	65,000.00	55,933.11	13.95
4480 - CONTROL VAULTS	0.00	708.68	28,652.62	27,943.94	2.47

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4490 - MAPPING EXPENSE	1,032.50	21,315.25	39,184.04	17,868.79	54.40
OPERATION & MAINTENANCE	(48,693.64)	(1,200,112.90)	(718,367.93)	481,744.97	167.06
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	11,157.75	155,179.61	0.00	(155,179.61)	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	418.94	19,234.82	170,000.00	150,765.18	11.31
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
ELECTRICITY	(11,576.69)	(174,414.43)	(313,000.00)	(138,585.57)	55.72
4700 - COMMUNICATIONS	125.37	1,252.85	50,000.00	48,747.15	2.51
COMMUNICATIONS	(125.37)	(1,252.85)	(50,000.00)	(48,747.15)	2.51
4810 - GENERAL	4,178.42	45,649.60	40,738.42	(4,911.18)	112.06
4820 - AUTO	1,374.75	15,122.25	7,347.55	(7,774.70)	205.81
4830 - WORKER'S COMP	3,615.50	48,444.50	34,374.80	(14,069.70)	140.93
INSURANCE	(9,168.67)	(109,216.35)	(82,460.77)	26,755.58	132.45
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	204,619.89	5,809,748.21	7,134,737.85	1,324,989.64	81.43
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	36,445.28	476,339.93	511,192.34	34,852.41	93.18
5150 - DIRECTORS' FEES	0.00	400.00	0.00	(400.00)	0.00
SALARIES	36,445.28	476,739.93	511,192.34	34,452.41	93.26
5210 - FICA	10,487.67	121,107.97	102,831.06	(18,276.91)	117.77
5220 - UNEMPLOYMENT	0.00	2,475.48	4,870.94	2,395.46	50.82
PAYROLL TAXES	10,487.67	123,583.45	107,702.00	(15,881.45)	114.75
5310 - ADMIN HEALTH INSURANCE	4,307.44	52,035.48	49,358.91	(2,676.57)	105.42
HEALTH INSURANCE	4,307.44	52,035.48	49,358.91	(2,676.57)	105.42
5400 - OFFICE UTILITIES	0.00	2,674.94	0.00	(2,674.94)	0.00
5401 - ELECTRICITY	1,690.65	9,629.98	27,060.80	17,430.82	35.59
5402 - PROPANE	609.00	8,842.75	0.00	(8,842.75)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5403 - TELEPHONE	1,949.83	21,456.23	21,648.64	192.41	99.11
5404 - CELL PHONE SERVICE	0.00	14,131.65	0.00	(14,131.65)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	353.39	2,706.08	2,352.69	13.06
5406 - OFFICE CLEANING SERVICE	1,360.00	16,320.00	0.00	(16,320.00)	0.00
5409 - SECURITY CAMERAS	1,625.00	9,225.81	0.00	(9,225.81)	0.00
5410 - OFFICE EQUIPMENT	0.00	2,612.30	0.00	(2,612.30)	0.00
5412 - PRINTERS	170.31	3,467.11	0.00	(3,467.11)	0.00
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	5,585.96	60,850.21	64,945.93	4,095.72	93.69
5442 - HARDWARE (COMPUTERS)	31,621.80	31,621.80	43,297.29	11,675.49	73.03
5443 - SOFTWARE	0.00	3,212.50	5,412.16	2,199.66	59.36
5444 - LICENSES (ANNUAL)	0.00	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	44,612.55	212,214.21	359,367.46	147,153.25	59.05
5510 - OFFICE EXPENSES	7,778.27	157,493.05	171,673.74	14,180.69	91.74
5520 - POSTAGE	16.20	2,498.38	3,247.30	748.92	76.94
5530 - BANK / CREDIT CARD FEES	8,090.14	50,057.78	5,412.16	(44,645.62)	924.91
5540 - BUILDING MAINTENANCE	105.00	18,617.16	1,082.43	(17,534.73)	1,719.94
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5580 - DUES & REGISTRATION	0.00	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	15,989.61	234,748.26	196,569.69	(38,178.57)	119.42
5610 - LEGAL	22,908.50	414,921.77	350,000.00	(64,921.77)	118.55
5620 - ACCOUNTING	0.00	31,500.00	26,010.00	(5,490.00)	121.11
5625 - EASEMENT FEES	0.00	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	410.00	6,319.26	0.00	(6,319.26)	0.00
5650 - CONSULTANT FEES	44,574.13	151,633.45	200,000.00	48,366.55	75.82
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5670 - APPRAISALS	0.00	2,015.00	0.00	(2,015.00)	0.00
5680 - LAND ACQUISITION	7,349.82	115,953.06	0.00	(115,953.06)	0.00
PROFESSIONAL FEES	75,242.45	733,065.54	584,853.40	(148,212.14)	125.34
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	0.00	72,203.40	0.00	(72,203.40)	0.00
MISCELLANEOUS	0.00	72,203.40	7,577.03	(64,626.37)	952.92
TOTAL ADMINISTRATIVE EXPENSE	187,085.00	1,904,590.27	1,816,620.83	(87,969.44)	104.84
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 ELEVEN MONTHS ENDING NOVEMBER 30, 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	3,900.00	50,761.20	0.00	(50,761.20)	0.00
PUMP STATIONS	3,900.00	50,761.20	0.00	(50,761.20)	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	89,082.39	1,122,350.95	0.00	(1,122,350.95)	0.00
6510 - WATER LINES	540,826.45	990,149.32	13,550,000.00	12,559,850.68	7.31
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	629,908.84	2,119,089.86	14,426,440.00	12,307,350.14	14.69
6610 - WATER RESOURCE MANAGER	0.00	78,892.35	0.00	(78,892.35)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	8,872,000.00	8,942,000.00	5,000,000.00	(3,942,000.00)	178.84
6630 - LEGAL (WRM)	2,271.25	73,715.20	600,000.00	526,284.80	12.29
6640 - STORAGE	14,345.51	116,401.25	0.00	(116,401.25)	0.00
WATER RIGHTS	8,888,616.76	9,211,008.80	6,000,000.00	(3,211,008.80)	153.52
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	10,882.00	135,537.12	5,000.00	(130,537.12)	2,710.74
LAND/EASEMENTS	10,882.00	262,437.98	180,000.00	(82,437.98)	145.80
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	9,533,307.60	11,793,786.31	26,615,700.00	14,821,913.69	44.31
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 ELEVEN MONTHS ENDING NOVEMBER 30, 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	0.00	1,654,350.00	1,530,000.00	(124,350.00)	108.13
7291 - BOND AGENT FEES	250.00	250.00	0.00	(250.00)	0.00
7292 - TRANSFER TO ENTERPRISE	0.00	477,625.00	0.00	(477,625.00)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	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	250.00	2,690,825.00	3,238,288.00	547,463.00	83.09
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	(250.00)	694,175.00	(3,238,288.00)	(3,932,463.00)	(21.44)
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,447,139.36	63,256,007.82	56,848,554.00	(6,407,453.82)	111.27
TOTAL EXPENSES	9,925,262.49	18,813,949.79	38,805,346.68	19,991,396.89	48.48
PROFIT/LOSS	(8,478,123.13)	44,442,058.03	18,043,207.32	(26,398,850.71)	246.31

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2022
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: November 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			6,201,462.57
Add: Cash Receipts			440,329.23
Less: Cash Disbursements			(1,666,046.70)
Add (Less) Other			(3,592,574.17)
Ending GL Balance			<u>1,383,170.93</u>
Ending Bank Balance			<u>2,215,918.82</u>
Add back deposits in transit	Nov 30, 2022		<u>688.82</u>
Total deposits in transit			688.82
(Less) outstanding checks			
	Jul 11, 2022	16682	(24,198.75)
	Oct 14, 2022	16973	(9,719.22)
	Oct 14, 2022	16974	(2,585.00)
	Oct 14, 2022	16980	(2,213.50)
	Oct 14, 2022	16986	(31,250.00)
	Oct 14, 2022	16988	(105.90)
	Nov 3, 2022	17025	(58.10)
	Nov 9, 2022	17054	(550.00)
	Nov 10, 2022	17059	(1,847.50)
	Nov 10, 2022	17064	(2,271.25)
	Nov 14, 2022	17078	(3,076.00)
	Nov 14, 2022	17081	(263.94)
	Nov 14, 2022	17082	(180.00)
	Nov 15, 2022	17083	(7,476.56)
	Nov 15, 2022	17084	(36,012.57)
	Nov 16, 2022	17085	(110.00)
	Nov 16, 2022	17086	(3,748.42)
	Nov 16, 2022	17087	(262.98)
	Nov 16, 2022	17090	(588.56)
	Nov 16, 2022	17092	(89,082.39)
	Nov 16, 2022	17093	(22,908.50)
	Nov 16, 2022	17094	(125.37)
	Nov 17, 2022	17097	(1,566.14)
	Nov 18, 2022	17098	(29.05)
	Nov 18, 2022	17099	(315.00)
	Nov 18, 2022	17100	(122.95)
	Nov 18, 2022	17101	(24.90)
	Nov 18, 2022	17102	(385.24)
	Nov 18, 2022	17103	(24.90)
	Nov 18, 2022	17104	(25.00)
	Nov 18, 2022	17105	(41.50)
	Nov 18, 2022	17106	(227.65)
	Nov 18, 2022	17107	(159.00)
	Nov 18, 2022	17108	(24.90)
	Nov 29, 2022	17110	(182.45)
	Nov 29, 2022	17111	(540,826.45)
	Nov 29, 2022	17112	(31,621.80)
	Nov 29, 2022	17113	(1,306.00)
	Nov 29, 2022	17114	(188.52)
	Nov 29, 2022	17115	(104.00)
	Nov 29, 2022	17116	(78.75)
	Nov 29, 2022	17117	(12,336.06)
	Nov 29, 2022	17118	(70.00)
	Nov 29, 2022	17119	(418.94)
	Nov 29, 2022	17120	(170.31)
	Nov 30, 2022	17121	(1,949.83)
	Nov 30, 2022	17122	(250.00)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2022
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: November 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

	Nov 30, 2022	17123	(7.65)	
	Nov 30, 2022	17124	(984.12)	
	Nov 30, 2022	17125	(315.44)	
	Nov 30, 2022	17126	(10,882.00)	
	Nov 30, 2022	17127	(177.10)	
	Nov 30, 2022	17128	(200.00)	
	Nov 30, 2022	17129	(435.00)	
	Nov 30, 2022	17130	(1,361.00)	
	Nov 30, 2022	17131	(1,100.00)	
Total outstanding checks				(846,546.16)
Add (Less) Other				
	Nov 29, 2022	CC1129	7,404.60	
	Nov 30, 2022	CC1130	4,025.50	
	Nov 29, 2022	CCIH1118	568.10	
	Nov 30, 2022	CCIH1119	927.50	
	Nov 30, 2022	MARS1120	183.75	
Total other				13,109.45
Unreconciled difference				0.00
Ending GL Balance				1,383,170.93

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2022
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: November 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	27,955,961.19
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(3,421,563.02)
Ending GL Balance	<u>24,534,398.17</u>
Ending Bank Balance	<u>24,534,398.17</u>
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>24,534,398.17</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2022
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: November 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,163,461.75
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>6,067.34</u>
Ending GL Balance	<u>2,169,529.09</u>
Ending Bank Balance	<u>2,169,529.09</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,169,529.09</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2022
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: November 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,147,302.95
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	106,982.47
Ending GL Balance	38,254,285.42
Ending Bank Balance	38,254,285.42
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	38,254,285.42



November 22, 2022

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

RE: Proposed Scope of Work and Fee Estimate
North Weld County Water District Eaton Pipeline Project Phase 2

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) appreciates the opportunity to provide professional services to the North Weld County Water District (NWCWD) for construction oversight of the Eaton Pipeline Project Phase 2. Trihydro understands Providence Engineering will provide construction administration activities for the project.

We prepared the attached scope of services with the goal of providing a concise and detailed presentation of the individual tasks we believe are necessary to complete this project as efficiently and cost-effectively as possible. We have also included an itemized cost estimate with hours anticipated for each task corresponding to the current project schedule. The following exhibits are attached:

- Exhibit A – Proposed Scope of Work
- Exhibit B – Fee Estimate
- Exhibit C – Project Schedule Assumptions: 10/12/2022

Trihydro would like to meet with NWCWD during a scoping meeting to discuss the proposed scope of work, fee estimate, and project schedule, and revise as needed to verify project objectives are met.

If selected, Trihydro proposes performing the work in accordance with the November 2022 Master Service Agreement. If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____

Authorized Date: _____



Mr. Eric Reckentine
November 22, 2022
Page 2

We look forward to this opportunity to collaborate with NWCWD. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

Jade Gernant, P.E.
Project Manager

Michelle L.D. Sell, P.E.
Project Director

75Q-003-001

Attachments

EXHIBIT A

PROPOSED SCOPE OF WORK

EXHIBIT A. PROPOSED SCOPE OF WORK EATON PIPELINE PROJECT PHASE 2 NORTH WELD COUNTY WATER DISTRICT, COLORADO

Trihydro Corporation (Trihydro) is pleased to submit our proposal for providing construction oversight and quality inspection services to the North Weld County Water District (District) for the Eaton Pipeline Project Phase 2. This proposal represents our understanding of the Scope of Work and is subject to change following future discussions. Trihydro is happy to meet with the North Weld County Water District during a scoping meeting to discuss the proposed scope of work and revise as needed so that District objectives are being met.

Task 1: Construction Oversight

A. Task Goals

1. Provide full-time and part-time construction oversight.
2. Provide field quality control, quality assurance and documentation.

B. Trihydro Scope

Trihydro shall provide full and part-time construction oversight during construction for the Eaton Pipeline Project Phase 2 over 32-weeks of construction. Construction timeline is based on the Eaton Pipeline Phase 2 schedule dated 10/12/2022. Full-time construction oversight is scheduled for all pipeline and casing crossing working days for a total of twenty-five (25) weeks. Part-time oversight is scheduled for all site preparation and restoration working days for a total of seven (7) weeks in addition to full-time oversight. Trihydro understands that the majority of the pipeline and restoration activities will be conducted concurrently .

1. Attend monthly construction progress meetings. Assume 34 progress meetings for the project (includes 2-meetings over the 6-month work shutdown). Weekly construction progress meetings are assumed on-site and are covered in the construction oversight fee.
2. Trihydro will develop an internal project specific health and safety plan for construction oversight activities.
3. Construction Observation
 - a. Resident Project Representative (RPR): One RPR shall observe on-site construction and installation. Full-time construction observation will be for a period of up to ten (10) hours per day, five (5) days per week. Part-time construction observation will be for a period of up to ten (10) hours per day, three (3) days per week.
 - b. Full-time oversight will be conducted for all watermain, casing and crossing and testing activities. RPR for full-time oversight will be from Trihydro's Laramie office. Part-time oversight will be conducted for all site preparation and restoration activities. RPR for part-time oversight will be from Trihydro's Fort Collins office.
 - c. Review the Contractor's critical path method (CPM) schedule and consult with Engineer and District concerning deviation from accepted schedule.
 - d. Perform site observations to monitor the quality of construction progress and conformity to the plans and specifications. Provide specific documentation for critical inspection points during the contract in construction logs. These construction logs will document the Contractor's work, labor force, equipment, weather conditions, and other pertinent information.
 - e. Serve as District's and Engineer's liaison with the Contractor.

**EXHIBIT A. PROPOSED SCOPE OF WORK EATON PIPELINE PROJECT PHASE 2
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- f. Maintain a photographic log of the project. This work is expected to include brief descriptions of each photograph with a filename, time and date reference.
- g. RPR will comply with site safety programs, as they apply to the RPR, and if required to do so by such safety programs, receive safety training specifically related to the project.
- h. Consider and evaluate Contractor's proposed modifications to the drawings or specifications, and report suggestions to the Engineer and District for review. When required recommend distribution of a Request for Information (RFI) or submittal for substitution request.
- i. Maintain project records including contracts, schedules, progress meeting minutes, inspection logs, correspondence, routine photographs, submittals, commissioning records and post construction close-out paperwork (punch lists, lien waivers, and final acceptance).
- j. Final Inspection: Trihydro's RPR shall participate in a final inspection for the project with District and Contractor to review the work and document items for correction that will be noted on the punch list. The RPR shall meet with the Contractor to confirm that all punch list items are complete, and that final payment may be released.

C. District Scope

- 1. Issue change orders.
- 2. Attend meetings.
- 3. Review and approve progress payments.
- 4. Review Inspection Reports.
- 5. Communications with Contractor and Engineer.

D. Trihydro Deliverables

- 1. Communications with Contractor and District.
- 2. Field Observation Reports.
- 3. Field Inspection Reports and Photos.
- 4. Field Red-Line Drawings – provide to Engineer for final as-built development.

E. Assumptions

- 1. Working days determined by Exhibit C - Eaton Pipeline Project Phase 2 Schedule dated 10/12/22 for a total duration of 32-weeks.
- 2. Assume long-term housing rental (\$2,000.00 per month) and daily per diem for duration of construction (9-months).
- 3. Monthly progress meetings will be two (2) hours in duration.
- 4. Two (2) Trihydro personnel will attend the monthly progress meetings.

**EXHIBIT A. PROPOSED SCOPE OF WORK EATON PIPELINE PROJECT PHASE 2
NORTH WELD COUNTY WATER DISTRICT, COLORADO**


5. District will give prompt notice to Trihydro whenever District observes or becomes aware of any development that affects the scope or timing of Trihydro's services, or of any defect in the work of Trihydro or the Contractor.
6. District will examine information submitted by Trihydro and render in writing or otherwise provide decisions in a timely manner.
7. Soils testing and inspection by third party laboratory hired by Contractor and approved by the District.
8. Material testing and inspection by third party laboratory hired by Contractor and approved by the District.
9. Shop drawing and product data submittal review will be conducted by others.
10. Monthly meeting agenda and minutes will be provided by others.
11. Final Record Drawings will be produced by others; Trihydro to review and make comments.
12. Project Closeout documentation to be provided by others; Trihydro to review and make comments.

List of Exclusions:

1. Contractor pay-application review.
2. Contractor change order requests.
3. Shop Drawing and Submittal review – receive for record and field quality control only.
4. Final Record Drawings and Project closeout documentation; comment if requested.
5. Soils Testing.
6. Materials Testing.
7. Monthly Meeting Agendas and Minutes.

EXHIBIT B
FEE ESTIMATE

**EXHIBIT B. FEE ESTIMATE EATON PIPELINE PROJECT PHASE 2
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation				
		Professional Level 9	Professional Level 7	Professional Level 6	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	\$173	\$142	\$127	\$74	
Phase 2	NWCWD - Eaton Pipeline Project Phase 2					
Task 1	Project Management	20	68	30	20	\$18,406
Task 2	Health and Safety - Develop Site Specific Health & Safety Plan	1	2	8	3	\$1,695
Task 3A	Construction Oversight - Full-Time 25 Working Weeks	8	12	1250	6	\$162,282
Task 3B	Construction Oversight - Part-Time 7 Working Weeks	6	210	21	6	\$33,969
Task 4	Project Closeout Review & Final Walk	1	2	30	2	\$4,415
	Phase II Subtotal (hours)	36	294	1339	37	1,706
	Phase II Subtotal (\$)	\$6,228	\$41,748	\$170,053	\$2,738	\$220,767
	Total (hours)	36	294	1339	37	1706
	Total (\$)	\$6,228	\$41,748	\$170,053	\$2,738	\$220,767

Expenses						Task Total
Direct Reimbursables						
	Meal Per Diem (per day, per person)	Hotel/Motel	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Expenses Subtotal	
	\$59.00	Cost	\$95.00	\$0.625		
	/day/person		/day	/mile		
					\$0	\$18,406
					\$0	\$1,695
	125	\$14,000	125		\$33,250	\$195,532
	21	\$4,000.00	21		\$7,234	\$41,203
	1			178	\$170	4,585
Cost	\$8,673	\$18,000	\$13,870	\$111	\$40,654	--
Subtotal	\$8,673	\$18,000	\$13,870	\$111	\$40,654	\$261,421
Cost	\$8,673	\$18,000	\$13,870	\$111	\$40,654	--
Total	\$8,673	\$18,000	\$13,870	\$111	\$40,654	\$261,421

EXHIBIT C

PROJECT SCHEDULE ASSUMPTIONS: 10/12/2022

Full-Time Oversight
Part-Time Oversight

EXHIBIT C. PROJECT SCHEDULE ASSUMPTIONS EATON PIPELINE PROJECT PHASE 2
NORTH WELD COUNTY WATER DISTRICT, COLORADO

ID	Task Name	Duration	Start	Finish	Predecessor	Nov	Dec	Qtr 1, 2023	Feb	Mar	Qtr 2, 2023	May	Jun	Qtr 3, 2023	Aug	Sep	Qtr 4, 2023	Nov	Dec	Qtr 1, 2024	Feb	Mar	Qtr 2, 2024	
								Jan			Apr			Jul			Oct			Jan			Apr	
1	Overall Schedule Milestones	365 days	Mon 10/10/22	Mon 3/25/24																				3/25
2	Order pipe	0 days	Mon 10/10/22	Mon 10/10/22																				
3	Lead Time for Pipe	56 days	Mon 10/10/22	Fri 12/30/22	2																			
4	Pipe Delivery	5 days	Wed 1/4/23	Tue 1/10/23	3																			
5	Mobilization for Site Prep	0 days	Mon 12/12/22	Mon 12/12/22																				
6	Mobilization pipe crew 1	0 days	Fri 12/30/22	Fri 12/30/22	3																			
7	Mobilization pipe crew 2 (Casings)	0 days	Mon 10/23/23	Mon 10/23/23																				
8	Pour Lucas lateral (Both)	5 days	Thu 11/16/23	Wed 11/22/23	31																			
9	Stop Work 22-23	0 days	Mon 4/10/23	Mon 4/10/23	19,51																			
10	Mobilization 23-24	0 days	Mon 11/20/23	Mon 11/20/23																				
11	Start Pipe work 23-24	0 days	Fri 12/1/23	Fri 12/1/23	38SS																			
12	Substantial Completion	0 days	Mon 2/26/24	Mon 2/26/24	41,73																			
13	Punch list	20 days	Tue 2/27/24	Mon 3/25/24	12																			
14	Final Completion	0 days	Mon 3/25/24	Mon 3/25/24	13																			
15	Watermain Installation 22-23 Season	38 days	Wed 1/4/23	Fri 2/24/23																				
16	Twisted C Farms 200+00 to 226+00 (2600 LF)	20 days	Wed 1/4/23	Tue 1/31/23	6,47																			
17	Let R Buck including montgomery ditch (200 LF)	3 days	Wed 2/1/23	Fri 2/3/23	16																			
18	Pressure test up to valve at ditch	5 days	Mon 2/6/23	Fri 2/10/23	17																			
19	39321 Estate 228+00 to 245+00 (1700 LF)	15 days	Mon 2/6/23	Fri 2/24/23	17																			
20	Casings and Crossings	26 days	Mon 10/23/23	Wed 11/29/23																				
21	Road Closure WCR 31	5 days	Mon 10/23/23	Fri 10/27/23																				
22	WCR 31	4 days	Mon 10/23/23	Thu 10/26/23	7																			
23	Patch WCR 31	1 day	Fri 10/27/23	Fri 10/27/23	22																			
24	Road Closure on WCR 33	15 days	Wed 10/25/23	Tue 11/14/23																				
25	WCR 33 Sheet Pile install	2 days	Wed 10/25/23	Thu 10/26/23	26SS-2 day																			
26	WCR 33 Crossing Including the Lucas Lateral	4 days	Fri 10/27/23	Wed 11/1/23	7,22																			
27	WCR 33 Tie in, and Water through casing	6 days	Thu 11/2/23	Thu 11/9/23	26																			
28	WCR 33 Sheet Pile removal	2 days	Fri 11/10/23	Mon 11/13/23	27																			
29	Patch WCR 33	1 day	Tue 11/14/23	Tue 11/14/23	28																			
30	Road Closure on WCR 72 between 33 and 31	9 days	Fri 11/10/23	Wed 11/22/23																				
31	WCR 72 and Lucas Lateral at 284+44	4 days	Fri 11/10/23	Wed 11/15/23	7,27																			
32	WCR 72 at 257+00	4 days	Thu 11/16/23	Tue 11/21/23	7,31																			
33	Patch WCR 72 between 31 and 33	1 day	Wed 11/22/23	Wed 11/22/23	32																			
34	Road Closure WCR 72 between WCR 29 and 31	4 days	Wed 11/22/23	Wed 11/29/23																				
35	WCR 72 at 245+00	3 days	Wed 11/22/23	Tue 11/28/23	7,32																			
36	Base crew clean up WCR 72	1 day	Wed 11/29/23	Wed 11/29/23	35																			
37	Watermain Installation 23-24 Season	54 days	Fri 12/1/23	Tue 2/20/24																				
38	Top 5 LLC 245+00 to 253+00 (800 LF)	5 days	Fri 12/1/23	Thu 12/7/23	19,10,55																			
39	Long Meadow 253+00 to 257+00 (400 LF)	4 days	Fri 12/8/23	Wed 12/13/23	38																			
40	Hardesty revocable trust 257+00 to 285+00 (2800 LF)	18 days	Thu 12/14/23	Fri 1/12/24	39,62																			
41	Don Anderson 285+00 to 311+00 (2600 LF)	17 days	Mon 1/15/24	Tue 2/6/24	40,70																			
42	Pressure test and disinfect	10 days	Wed 2/7/24	Tue 2/20/24	41																			
43	Site Preparation and Restoration	302 days	Mon 12/12/22	Mon 2/26/24																				
44	Section 1 (200+00 to 245+00) Twisted C, LetR Buck, 39321 Estate	82 days	Mon 12/12/22	Mon 4/10/23																				
45	Install Erosion control	4 days	Mon 12/12/22	Thu 12/15/22	5																			
46	Install temp fences	5 days	Fri 12/16/22	Thu 12/22/22	45																			
47	Strip and Stockpile Topsoil	4 days	Fri 12/23/22	Fri 12/30/22	46																			
48	Water Pack trench if Necessary	13 days	Mon 2/27/23	Wed 3/15/23	47,16,19																			
49	Replace Topsoil and Fine Grade	5 days	Thu 3/16/23	Wed 3/22/23	48																			
50	Seed and Mulch	3 days	Thu 3/23/23	Mon 3/27/23	49																			
51	Install permanent Fences	10 days	Tue 3/28/23	Mon 4/10/23	50																			
52	Section 2 (245+00 to 257+00) Top 5, Long Meadow	27 days	Mon 11/20/23	Wed 1/3/24																				
53	Install temp fences	3 days	Mon 11/20/23	Wed 11/22/23	10																			
54	Install Erosion control	2 days	Mon 11/27/23	Tue 11/28/23	53																			
55	Strip and Stockpile Topsoil	2 days	Wed 11/29/23	Thu 11/30/23	54																			
56	Replace Topsoil and Fine Grade	3 days	Thu 12/14/23	Mon 12/18/23	55,39																			
57	Seed and Mulch	3 days	Tue 12/19/23	Thu 12/21/23	56																			
58	Install permanent Fences	5 days	Fri 12/22/23	Wed 1/3/24	57																			
59	Section 3 (257+00 to 284+44) Hardesty	52 days	Mon 11/27/23	Mon 2/12/24																				
60	Install temp fences	3 days	Mon 11/27/23	Wed 11/29/23	10,53																			
61	Install Erosion control	3 days	Fri 12/1/23	Tue 12/5/23	60,55																			
62	Strip and Stockpile Topsoil	3 days	Wed 12/6/23	Fri 12/8/23	61																			
63	Water Pack trench if Necessary	7 days	Mon 1/15/24	Tue 1/23/24	62,40																			
64	Replace Topsoil and Fine Grade	4 days	Wed 1/24/24	Mon 1/29/24	63																			
65	Seed and Mulch	5 days	Tue 1/30/24	Mon 2/5/24	64																			
66	Install permanent Fences	5 days	Tue 2/6/24	Mon 2/12/24	65																			
67	Section 4 (284+44 to 312+36) Don Anderson	59 days	Thu 11/30/23	Mon 2/26/24																				
68	Install temp fences	3 days	Thu 11/30/23	Mon 12/4/23	10,60																			
69	Install Erosion control	3 days	Mon 12/11/23	Wed 12/13/23	68,62																			
70	Strip and Stockpile Topsoil	3 days	Thu 12/14/23	Mon 12/18/23	69																			
71	Replace Topsoil and Fine Grade	4 days	Wed 2/7/24	Mon 2/12/24	70,41																			
72	Seed and Mulch	5 days	Tue 2/13/24	Mon 2/19/24	71																			
73	Install permanent Fences	5 days	Tue 2/20/24	Mon 2/26/24	72																			



December 7, 2022

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

Re: Proposed Scope of Work and Fee Estimate
Regulatory Compliance Services, Phase I – Existing Data Review and Program Summary
Services

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) appreciates the opportunity to provide professional services to the North Weld County Water District (NWCWD) for work on the Regulatory Compliance Services Project (Project). Trihydro proposes completing the Project in phases. Phase I will consist primarily of data collection, data review, and program summary. Once Phase I is completed, Trihydro proposes submitting a scope and fee for approval on creating and maintaining a water system monitoring, reporting and tracking plan, including public water system (PWS) requirements, the Backflow Prevention Program, and Lead and Copper Rule Program.

The following exhibits are attached:

- Exhibit A – Proposed Phase I Scope of Work
- Exhibit B – Proposed Phase I Fee Estimate

Trihydro would be willing to meet with NWCWD during a scoping meeting to discuss the proposed scope of work and fee estimate and revise as needed to verify project objectives are met.

Trihydro proposes performing the work in accordance with the November 2022 Master Service Agreement. If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____

Authorized Date: _____



Mr. Eric Reckentine
December 7, 2022
Page 2

We look forward to this opportunity to collaborate with NWCWD. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

Jay R. Ligocki, P.E.
Project Manager

Michelle L.D. Sell, P.E.
Project Director

75Q-003-001

Attachments

EXHIBIT A

PROPOSED SCOPE OF WORK

**EXHIBIT A. PROPOSED SCOPE OF WORK
REGULATORY COMPLIANCE SERVICES
PHASE 1 – EXISTING DATA REVIEW AND PROGRAM SUMMARY SERVICES
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

Trihydro Corporation (Trihydro) is pleased to submit our proposal for providing professional engineering services to the North Weld County Water District (NWCWD) for Regulatory Compliance Services. This proposal represents our understanding of Phase 1 of the Scope of Work and is subject to change following future discussions. Trihydro is happy to meet with NWCWD during a scoping meeting to discuss the proposed scope of work and revise as needed so that objectives are being met.

Task 1: Data Review and Summary

A. Task Goals

1. Transfer information from Providence and the District to Trihydro.
2. Elevate Trihydro's awareness and understanding of project information.
3. Communicate between the District and Trihydro regarding information and data needed to meet compliance requirements.
4. Prepare a summary of existing data available, monitoring requirements, sampling schedule, and submittal deadlines.
5. Identify a path forward with Monitoring Plans (e.g., Public Water Supply (PWS), Backflow Prevention Program, Lead and Copper Rule Program).

B. Trihydro Scope

1. Project management activities.
 - a. Attend project kickoff meeting and review of existing NWCWD regulatory compliance data
 - b. Conduct monthly progress meetings with NWCWD
 - c. Prepare monthly progress reports
 - d. Develop meeting agendas and draft meeting minutes
2. Review regulatory agency monitoring requirements, including but not limited to:
 - a. PWS
 - b. Backflow Prevention Monitoring Program
 - c. Lead and Copper Rule Revisions
3. Meet with Providence and District to review documentation and program status.
 - a. Review agency-required sampling/monitoring/reporting schedule and submittal dates
 - b. Review water system data monitoring/sampling results for past three (3) years
 - c. Review regulatory agency correspondence for past three (3) years
4. Identify potential gaps in current monitoring plans.
5. Identify potential staff training opportunities.
6. Identify GIS mapping updates to be used in regulatory compliance activities.
7. Compile preliminary list of additional data needed from NWCWD.
8. Interview NWCWD staff to understand system/monitoring challenges/constraints/consideration items.
9. Prepare a draft technical memorandum summarizing existing data review and monitoring plan summary.
10. Meet with District to review and discuss draft technical memorandum.

**EXHIBIT A. PROPOSED SCOPE OF WORK
REGULATORY COMPLIANCE SERVICES
PHASE 1 – EXISTING DATA REVIEW AND PROGRAM SUMMARY SERVICES
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

11. Finalize technical memorandum summarizing existing data review and monitoring plan summary.

C. Trihydro Deliverables


1. Meeting agendas and minutes.
2. Monthly progress reports.
3. Existing Data and Monitoring Plan Summary Memorandum.
4. Provide Phase II – Monitoring Program Services Scope following completion of Task 1 – Data Review and Summary.

D. Assumptions:

1. Regulatory Compliance services will begin in November 2022.
2. Two (2) Trihydro personnel will attend monthly project progress meetings.
3. Existing PWS monitoring plan and database will be provided by NWCWD.
4. Past regulatory agency concerns within the past three (3) years will be identified by NWCWD.
5. One (1) onsite data review meeting.
6. Four (4) virtual meetings with Trihydro and Providence.
7. Three (3) Trihydro personnel will attend site visit and data review – one (1) from Cheyenne, Wyoming; one (1) from Laramie, Wyoming; one (1) from Fort Collins, Colorado.
8. Two (2) virtual meetings with District and Trihydro during data review.
9. Three (3) Trihydro personnel will attend virtual meetings with District and Trihydro.
10. Virtual meetings will be two (2) hours in duration.
11. Anticipate draft Existing Data and Monitoring Plan Summary Memorandum early February 2023.
12. Anticipate final Existing Data and Monitoring Plan Summary Memorandum end of February 2023.
13. Phase II – Monitoring Program Services Scope will be submitted by end of February 2023.

EXHIBIT B
FEE ESTIMATE

**EXHIBIT B. FEE ESTIMATE
REGULATORY COMPLIANCE SERVICES
PHASE 1 – EXISTING DATA REVIEW AND PROGRAM SUMMARY SERVICES
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation							Expenses				Task Total
		Professional Level 10	Professional Level 9	Professional Level 7	Professional Level 6	Professional Level 4	Administrative 3	Labor Subtotal	Direct Reimbursables				
Phase I TASK	DESCRIPTION								Rental Vehicle	Company Vehicles (Daily)	Expenses Subtotal		
		\$186	\$173	\$142	\$127	\$105	\$74		Cost	\$95.00			
Phase I	Phase I Professional Services								/day				
Task 1	Data Review and Summary	67	36	7	44	128	6	\$39,156	\$150	3	\$435	\$39,591	
	Phase I Subtotal (hours)	67	36	7	44	128	6	288	Cost	\$150	\$285	\$435	--
	Phase I Subtotal (\$)	\$12,462	\$6,228	\$994	\$5,588	\$13,440	\$444	\$39,156	Subtotal	\$150	\$285	\$435	\$39,591
	Total (hours)	67	36	7	44	128	6	288	Cost	\$150	\$285	\$435	--
	Total (\$)	\$12,462	\$6,228	\$994	\$5,588	\$13,440	\$444	\$39,156	Total	\$150	\$285	\$435	\$39,591

TANK 1A SERVICE AGREEMENT

This Tank 1A Service Agreement (“Agreement”) dated December 7, 2022 (“Effective Date”) is by and between **North Weld County Water District** (“Client”) and **Tanco Engineering, Inc.** (“Contractor”) (Company and Contractor collectively referred to as the “Parties” and each is referred to as a “Party” to this Agreement).

WITNESSED

WHEREAS, Client is of the opinion that Contractor has the necessary qualifications, experience, and abilities to complete the Work for Client as defined herein, and has elected to engage Contractor to complete such Work, and Contractor has agreed to complete such Work, which is expected to be performed at Client’s Facility, based on and in accordance with the terms and conditions of this Agreement and Contractor’s Proposal dated December 7, 2022 (Contractor’s Proposal) attached hereto and made an integral part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions, agreements, and consideration herein contained, the sufficiency of which is hereby acknowledged, Client and Contractor agree as follows:

SERVICES PROVIDED

1. Client hereby agrees to engage Contractor to perform the Work for Client as defined in Contractor’s proposal (the “Work”).
2. Contractor hereby agrees to provide and complete such Work for Client.

TERM OF AGREEMENT

1. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Work, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. Client shall have the option to terminate this Agreement at any time and for any reason, including, but not limited to, Client’s convenience. Upon Client’s termination of this Agreement, Client shall pay Contractor for all Work completed and/or partially completed in conformity with this Agreement and materials purchased for the performance of the Work as of the date of termination, reasonable costs attributable to such termination, and Contractor’s overhead and profit on such Work completed and partially completed and materials purchased as of the date of such termination. Such payment shall constitute Contractor’s sole and exclusive remedy in the event of termination of this Agreement by Client. Upon receipt of a termination notice under this Section, Contractor shall promptly

comply with the directions contained in such notice and shall, as required, (a) take actions as necessary to terminate the Work as provided in the notice, minimizing costs and liabilities for the terminated Work to the extent reasonably possible, and (b) continue the performance of any part of the Work not terminated by Client, as Client directs.

3. Except as otherwise expressly stated herein, the provisions of this Agreement which by their nature are intended to survive the termination, expiration, or completion of this Agreement, including but not limited to the warranties, covenants, and agreements set forth herein, shall survive the termination, expiration, or completion of this Agreement and shall remain in full force following these events.
4. This Agreement contains the entire understanding between the Parties on the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, between the Parties.

PERFORMANCE

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. This Agreement shall be binding upon the Parties hereto, and their executors, administrators, heirs, legal representatives, successors and permitted assigns.

COMPENSATION

1. Contractor will charge Client for the Work as defined in Contractor's Proposal, and Client will pay Contractor on a Time and Material basis in accordance with the rates attached to the Contractor's Proposal.
2. Monthly progress invoices and the final invoice submitted by Contractor to Client are due within 30 days of receipt.

LIMITATION OF LIABILITY

1. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT THAT MAY BE CONSTRUED TO THE CONTRARY, IN NO EVENT WILL CONTRACTOR BE LIABLE TO CLIENT FOR PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, LIQUIDATED, OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFIT, REVENUE, PRODUCTION, OR OPPORTUNITY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FAULT OR NEGLIGENCE OF EITHER PARTY, AND EVEN IF**

CONTRACTOR HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

AGREEMENT AMENDMENTS

1. This Agreement shall not be altered, amended, or supplemented without the written agreement of both Parties. If an amendment is agreed to by the Parties in writing, it shall be deemed incorporated as of its effective date, unless expressly stated to the contrary in the amendment.
2. If Client changes the type, nature, and amount of Work to be performed and/or, the time, method, and/or place of delivery or performance of such Work by Contractor, and if said change has the possibility of triggering any increased or decreased costs, impacting the completion date of the Work to be performed, or affecting any other conditions applicable to this Agreement, Contractor shall so notify Client in writing by way of a Change Order Request.

WARRANTIES

1. Contractor shall perform the Work in a diligent, careful, good, and skillful manner.
2. Contractor warrants to Client for a period of twelve (12) months after completion of the Work governed by this Agreement, that the Work completed by Contractor shall be free from Defects in material and workmanship, with "Defects" being defined as material or workmanship that is not in full compliance with the terms of this Agreement, including any applicable specifications and/or drawings referenced in this Agreement and/or Contractor's Proposal.
3. Where, within the warranty period specified in Paragraph 2 of this WARRANTIES Section, Defects in the Work as defined in Paragraph 2 of this WARRANTIES Section are discovered by Client, upon written notice of such Defects by Client, Contractor shall within a reasonable time correct or repair such Defects at its own expense or as otherwise agreed by Client ("Warranty Work"). In emergency conditions, Client may commence such Warranty Work (directly or by employment of third parties) at Contractor's expense.
4. Contractor further warrants that it has and will have good, exclusive, and marketable title to all Work delivered to and/or performed for Company, free and clear of all liens, security interests, claims, and encumbrances.
5. Contractor warrants that it has legally obtained all licenses, and certifications required to perform hereunder, except for any building, environmental, or similar permits that may be required, which Contractor has assumed will be obtained by Client at Client's sole expense.

FORCE MAJEURE

1. If either Party is rendered unable by Force Majeure (as defined below) to perform or comply fully or in part with any obligation or condition of this Agreement, the affected Party shall give written notice to the other Party of such Force Majeure within seventy-two (72) hours after becoming aware of the occurrence of Force Majeure relied upon and such affected Party shall be relieved of liability and shall suffer no prejudice for failure to perform same during such period.
2. As used herein, the term “Force Majeure” means any event, condition or circumstance which causes a demonstrable, material and adverse delay or disruption on the performance of any obligation imposed by this Agreement, but only if and to the extent: (i) such event is not within the reasonable control, directly or indirectly, of the affected Party; (ii) the affected Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on its ability to perform its obligations under this Agreement and which by the exercise of due diligence the affected Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome; and (iii) such event is not the direct or indirect result of the negligence or the fault or the failure of, or caused by, the affected Party.
3. Events that qualify as events of “Force Majeure” include, but are not limited to, acts of God, fire, flooding, earthquake, explosion, riot or civil insurrection, acts of terrorism, strikes or similar labor interruptions, landslide, hurricane, tornado, severe weather, drought, pandemic, or epidemic, provided that all events asserted as Force Majeure events meet the requirements set forth in the preceding paragraphs of this FORCE MAJEURE Section of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard or giving effect to any conflict of law rules that would apply the laws of any other authority.
2. Any demand, dispute, controversy, or claim arising out of, in relation to, or in connection with this Agreement (including its interpretation), the Services, and/or with the activities carried out by either Party under or in furtherance of this Agreement, including, without limitation, any dispute as to the existence, construction, validity, interpretation, enforceability or breach of this Agreement (“Dispute”) shall be exclusively and finally settled as set forth hereafter. During any Dispute, provided that the Client is current on payment of all undisputed amounts owed to Contractor, Contractor shall diligently and without interruption proceed with delivering and performing.
3. If a Dispute arises in connection with this Agreement, the Parties shall refer the Dispute to senior officers of each with settlement authority. For a period of thirty (30) calendar days thereafter, such officers shall attempt in good faith to resolve the Dispute. Failing

settlement of the Dispute by direct negotiations, either the Client or the Contractor may initiate binding arbitration by giving notice to the other (“Notice of Arbitration”).

4. Disputes shall be decided by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association (“AAA”); but, unless otherwise mutually agreed, the AAA shall not administer the matter. The Parties will attempt to agree on the identity of the arbitrator, who shall be neutral. If they cannot agree within fifteen (15) calendar days after the Notice of Arbitration is given, both Parties agree to the selection of the single arbitrator by the AAA.
5. The arbitration shall be held in Larimer County, CO. The arbitrator shall apply the law of Colorado, exclusive of its principles of conflicts of laws, for determination of the rights and remedies under this Agreement and for all aspects of the award hereunder.
6. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent authority, and Client and Contractor agree that there shall be no appeal from the arbitrator’s decision. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.
7. The right to arbitrate shall survive the completion, termination or expiration of this Agreement. The arbitrator shall not be authorized to make any award based on principles of equity, and in no event shall the arbitrator have the power to award punitive, consequential, or indirect damages.
8. The Parties agree to evenly split any fees charged by the arbitrator or the AAA. However, the arbitrator shall have the power to award reasonable: attorneys’ fees, costs, and expenses; arbitration fees, costs, and expenses; arbitrator’s fees and expenses; and other professionals’ fees, costs, and expenses, to the extent that fairness and justice requires, to a prevailing party in any such arbitration proceedings.

SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

MISCELLANEOUS PROVISIONS

1. The headings and sub-headings of this Agreement are used for convenience and ease of reference only and in no way define, limit, describe or interpret the scope or intent of this Agreement.
2. This Agreement shall not be construed as creating a joint venture, partnership, or the like

between the Parties. Neither Party shall act or be deemed to act on behalf of the other Party or have the right to bind the other Party. Each Party shall remain an independent entity and function as such. Each Party shall always during the performance hereof be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Contractor for the performance hereof shall be the direct employees and subcontractors of Contractor, and Contractor shall remain solely responsible for all matters related to compliance with relevant employment laws.

3. In the performance of the Services hereunder, Contractor will comply with all applicable laws and regulations of federal, state, and local governments.
4. Any notices required to be given by either Party with respect to this Agreement shall be considered as given to Client and to Contractor, respectively, if given in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by electronic means (e-mail), to the addresses below. Such notices shall be effective when delivered if delivered personally or when delivered if mailed in the manner provided above to the addresses shown below. Notices sent by electronic means (e-mail) shall be effective on the date of receipt if received on a business day during normal business hours, or, if received other than on a business day during normal business hours, then on the first business date after receipt. General correspondence pertaining to this Agreement and/or the Services provided hereunder may be sent by regular mail.

The address of notice for Client and Contractor shall be as follows:

CLIENT
North Weld County Water District
32825 CO Rd 39
Lucerne, CO 80646
Attn: Jared Rauch
Phone: (970) 356-3020
e-mail: jaredr@nwcwd.com

CONTRACTOR
Tanco Engineering, Inc.
1400 Taurus Court
Loveland, CO 80537
Attn: Josh Flock
Phone: (970) 776-4228
e-mail: jflock@tancoeng.com

5. No officer, director, or employee of either Party to this Agreement shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with any Services provided under this Agreement in order to secure a business advantage, or enter into any business arrangement with any officer, director, or employee of the other Party other than as a representative of the other Party or, without prior written notification to the other Party.

- The Parties represent and warrant that they have the full and complete authority to enter into and to perform this Agreement. Each person who executes this Agreement on behalf of the Parties represents and warrants that he or she has full authority to do so, and that Client and Contractor will be bound thereby. Further, the Parties expressly acknowledge that they both had the opportunity to negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

EXECUTING SIGNATURES

TO EVIDENCE THEIR AGREEMENT, the Parties have executed and delivered this Agreement, which may be executed in counterpart (each of which shall be considered as an original) and exchanged by way of personal delivery, registered or certified mail, return receipt requested, or electronic means (e-mail).

This Agreement is made and entered into on this 7th day of December 2022, by and between Client and Contractor. The Parties, through the signing below by their duly authorized representatives, agree to the terms, covenants, and conditions contained herein.

NORTH WELD COUNTY WATER DISTRICT

TANCO ENGINEERING, INC.

BY: _____

BY: _____

SIGNED: _____

SIGNED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



December 7, 2022

Mr. Jared Rauch
North Weld County Water District
jaredr@nwcwd.org

Mr. Rauch,

In response to your request, Tanco is pleased to submit this proposal to repair Tank 1A located in Weld County, CO.

SCOPE OF WORK

The scope of work included in Tanco's proposal is outlined below:

1. Provide a subcontract to dive the tank and install a plug in the drain to temporarily stop the leaking drain pipe.
2. Provide a subcontract to dive the tank and remove the plug once the tank can be taken out of service.
3. Replace the drain pipe and patch the floor.
4. Provide a subcontract to perform the below coating operations.
 - a. Internal Spot Repairs on Floor and Shell:
 - i. Power tool or abrasive blast to SSPC-10.
 - ii. Vacuum all spent abrasives and place in owner supplied dumpster for disposal.
 - iii. Apply (1) touch-up coat of Carboline Tank Shield Epoxy Low-Temp at 18-22 mils DFT.
 - iv. Holiday test.
 - b. Internal Roof and Top Shell Course:
 - i. Abrasive blast to SSPC-10.
 - ii. Vacuum all spent abrasives and place in owner supplied dumpster for disposal.
 - iii. Apply (1) stripe coat of Carboline Tankshield to all welds.
 - iv. Apply (1) full Coat of Carboline Tankshield Epoxy at 18-22 mils DFT.
 - v. Holiday test.
 - c. Disinfection of Internal:
 - i. Install rolling scaffolding to access all areas.
 - ii. Disinfect entire tank in accordance with ASTM standards and AWWA regulations.
 - iii. Remove rolling scaffolding.

ESTIMATED COST & SCHEDULE

Tanco's T&M pricing and schedule to execute the scope of work outlined in this proposal is **\$290,000** and will be billed according to Tanco's 2022 "Time and Material" rate sheet, which is attached to the end of this proposal for reference. All pricing excludes taxes and is based on working 60-hours per week, Monday thru Saturday.

We greatly appreciate the opportunity to provide you with this pricing and look forward to doing business together in the future. Please do not hesitate to contact me at (307) 460-0381 if you have any questions, concerns, or require additional information.

Please see the attached clarifying notes, assumptions, and exclusions as they form an integral part of our proposal.



Sincerely,

A handwritten signature in black ink that reads "Josh D. Flock". The signature is written in a cursive style with a large initial "J".

Josh D. Flock

TANCO'S CLARIFYING NOTES, ASSUMPTIONS AND EXCLUSIONS

Schedule

1. This proposal is firm for acceptance for 30 days.
2. The schedule in this proposal is based on our current workload and is contingent upon receipt of materials as committed to us. Our labor forces and equipment are subject to prior sale.
3. This proposal is based on one move in; one move out for the mechanical repairs, and two moves in; two moves out for the coating repairs. Any additional mobilization or shutdown time due to customer will be billed as an extra.
4. Any period of delay due to causes beyond the reasonable control of TANCO will be added to the time for completion of this work.

Clarifications

1. If required, the work and storage areas will be kept free of excessive dust, ice, mud, and/or water by others.
2. Purchaser shall provide clear and open space adjacent to the construction site adequate for receiving and storing materials and construction equipment. As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 15 feet of live 220 volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Purchaser's account.
3. The tank is to be cleaned, isolated, and gas freed by others. TANCO is to be notified of any conditions that may present a danger to our crew.
4. We have assumed that once the tank has been cleaned, gas-freed and isolated, any special confined/enclosed spaced requirements will be unnecessary. We would continue to monitor the air both inside and outside of the tank and provide a firewatch per the following clarifying note. Entry/hot work permits also will be obtained as needed and fire extinguishers will be on hand. However, our pricing does not include such items as fresh air gear, air educators, lifelines, special clothing or PPE, warning horns, explosion-proof lights or standby rescue crews.
5. Our bid includes a non-working firewatch for the time we are performing hot work. We have not included a non-working firewatch for other types of work such as tank coatings.
6. Our proposal does not include costs for dealing with hazardous or contaminated materials, including, but not limited to, lead based paint.
7. Our proposal does include a non-working safety watch.

8. Our proposal is based on excavating soft soil or sand from beneath the tank floor. Any additional labor or material costs due to hard clay, rock, concrete, asphalt, piping or other difficulties would be added to our price.
9. Our price does not include piping or valves beyond the exterior flanges on the tank nozzles. New gaskets and bolts have not been included.
10. We have assumed that there are no special or toxic coatings or linings on the tank interior.
11. We plan to use our current weld procedures and welder qualifications. TANCO's standard welding procedures call for all down flat welds to be single pass with E7024 rod. All welds on the tank shell will be made with E6010.
12. TANCO's bid does not include a hydrotest.
13. Taxes have not been included in our price. TANCO will collect taxes at the end of the job, if appropriate.

Coating Specific

1. Our price specifically excludes coating of inaccessible areas including, but not limited to the areas between the roof rafters and roof plate, and the topside of roof support columns.
2. Our price is based on open blasting all areas and does not include any containment of the media.
3. All external coatings will be brushed and rolled.
4. Our price does not include the provision of 3rd Party Coating Inspectors.

Thank you for the opportunity to submit this proposal. The above clarifications and comments are intended to communicate the basis of our proposal. TANCO will gladly negotiate changes to best suit your requirements. If there are any questions, or if we can be of further service, please contact us at your earliest convenience. We look forward to working with you in the near future.



2022

“TIME and MATERIAL” RATE SHEET

<u>Labor by Classification</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>	<u>Double time Rate</u>
Foreman	\$90.00/hr.	\$115.00/hr.	\$140.00/hr.
Welder	\$83.00/hr.	\$103.00/hr.	\$123.00/hr.
Helper/ Laborer	\$65.00/hr.	\$73.00/hr.	\$91.00/hr.
Safety Watch	\$50.00/hr.	\$65.00/hr.	\$80.00/hr.
<u>TANCO Owned Equipment</u>			\$12.75/hr.
Winch Trucks			
Pickups			
30' Trailers			
Welding Machines			
Air Tools			
Fresh Air Equipment			
Safety Equipment			
Test Equipment			
Boilermaker & Pipefitter Fitup and Hand Tools			
Tank Scaffolding and Rigging Equipment			
Hand Tools			
<u>Consumable Supplies</u>			\$12.25/hr.
e.g. Weld Rod, Gas, Fuel, Gloves, Oxygen, Acetylene			
<u>Third Party Equipment Rental</u>			Cost plus 10%
e.g. Cranes, Manlifts			
<u>Material and Freight</u>			Cost plus 10%
<u>TANCO Subcontractors</u>			Cost plus 10%
<u>Mobilization-Demobilization</u>			\$1.50/mile for each person \$1.25/mile for each vehicle \$1.00mile for each trailer

TANK 5 SERVICE AGREEMENT

This Tank 5 Service Agreement (“Agreement”) dated December 7, 2022 (“Effective Date”) is by and between **North Weld County Water District** (“Client”) and **Tanco Engineering, Inc.** (“Contractor”) (Company and Contractor collectively referred to as the “Parties” and each is referred to as a “Party” to this Agreement).

WITNESSED

WHEREAS, Client is of the opinion that Contractor has the necessary qualifications, experience, and abilities to complete the Work for Client as defined herein, and has elected to engage Contractor to complete such Work, and Contractor has agreed to complete such Work, which is expected to be performed at Client’s Facility, based on and in accordance with the terms and conditions of this Agreement and Contractor’s Proposal dated December 7, 2022 (Contractor’s Proposal) attached hereto and made an integral part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions, agreements, and consideration herein contained, the sufficiency of which is hereby acknowledged, Client and Contractor agree as follows:

SERVICES PROVIDED

1. Client hereby agrees to engage Contractor to perform the Work for Client as defined in Contractor’s proposal (the “Work”).
2. Contractor hereby agrees to provide and complete such Work for Client.

TERM OF AGREEMENT

1. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Work, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. Client shall have the option to terminate this Agreement at any time and for any reason, including, but not limited to, Client’s convenience. Upon Client’s termination of this Agreement, Client shall pay Contractor for all Work completed and/or partially completed in conformity with this Agreement and materials purchased for the performance of the Work as of the date of termination, reasonable costs attributable to such termination, and Contractor’s overhead and profit on such Work completed and partially completed and materials purchased as of the date of such termination. Such payment shall constitute Contractor’s sole and exclusive remedy in the event of termination of this Agreement by Client. Upon receipt of a termination notice under this Section, Contractor shall promptly

comply with the directions contained in such notice and shall, as required, (a) take actions as necessary to terminate the Work as provided in the notice, minimizing costs and liabilities for the terminated Work to the extent reasonably possible, and (b) continue the performance of any part of the Work not terminated by Client, as Client directs.

3. Except as otherwise expressly stated herein, the provisions of this Agreement which by their nature are intended to survive the termination, expiration, or completion of this Agreement, including but not limited to the warranties, covenants, and agreements set forth herein, shall survive the termination, expiration, or completion of this Agreement and shall remain in full force following these events.
4. This Agreement contains the entire understanding between the Parties on the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, between the Parties.

PERFORMANCE

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. This Agreement shall be binding upon the Parties hereto, and their executors, administrators, heirs, legal representatives, successors and permitted assigns.

COMPENSATION

1. Contractor will charge Client for the Work as defined in Contractor's Proposal, and Client will pay Contractor on a Time and Material basis in accordance with the rates attached to the Contractor's Proposal.
2. Monthly progress invoices and the final invoice submitted by Contractor to Client are due within 30 days of receipt.

LIMITATION OF LIABILITY

1. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT THAT MAY BE CONSTRUED TO THE CONTRARY, IN NO EVENT WILL CONTRACTOR BE LIABLE TO CLIENT FOR PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, LIQUIDATED, OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFIT, REVENUE, PRODUCTION, OR OPPORTUNITY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FAULT OR NEGLIGENCE OF EITHER PARTY, AND EVEN IF**

CONTRACTOR HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

AGREEMENT AMENDMENTS

1. This Agreement shall not be altered, amended, or supplemented without the written agreement of both Parties. If an amendment is agreed to by the Parties in writing, it shall be deemed incorporated as of its effective date, unless expressly stated to the contrary in the amendment.
2. If Client changes the type, nature, and amount of Work to be performed and/or, the time, method, and/or place of delivery or performance of such Work by Contractor, and if said change has the possibility of triggering any increased or decreased costs, impacting the completion date of the Work to be performed, or affecting any other conditions applicable to this Agreement, Contractor shall so notify Client in writing by way of a Change Order Request.

WARRANTIES

1. Contractor shall perform the Work in a diligent, careful, good, and skillful manner.
2. Contractor warrants to Client for a period of twelve (12) months after completion of the Work governed by this Agreement, that the Work completed by Contractor shall be free from Defects in material and workmanship, with "Defects" being defined as material or workmanship that is not in full compliance with the terms of this Agreement, including any applicable specifications and/or drawings referenced in this Agreement and/or Contractor's Proposal.
3. Where, within the warranty period specified in Paragraph 2 of this WARRANTIES Section, Defects in the Work as defined in Paragraph 2 of this WARRANTIES Section are discovered by Client, upon written notice of such Defects by Client, Contractor shall within a reasonable time correct or repair such Defects at its own expense or as otherwise agreed by Client ("Warranty Work"). In emergency conditions, Client may commence such Warranty Work (directly or by employment of third parties) at Contractor's expense.
4. Contractor further warrants that it has and will have good, exclusive, and marketable title to all Work delivered to and/or performed for Company, free and clear of all liens, security interests, claims, and encumbrances.
5. Contractor warrants that it has legally obtained all licenses, and certifications required to perform hereunder, except for any building, environmental, or similar permits that may be required, which Contractor has assumed will be obtained by Client at Client's sole expense.

FORCE MAJEURE

1. If either Party is rendered unable by Force Majeure (as defined below) to perform or comply fully or in part with any obligation or condition of this Agreement, the affected Party shall give written notice to the other Party of such Force Majeure within seventy-two (72) hours after becoming aware of the occurrence of Force Majeure relied upon and such affected Party shall be relieved of liability and shall suffer no prejudice for failure to perform same during such period.
2. As used herein, the term “Force Majeure” means any event, condition or circumstance which causes a demonstrable, material and adverse delay or disruption on the performance of any obligation imposed by this Agreement, but only if and to the extent: (i) such event is not within the reasonable control, directly or indirectly, of the affected Party; (ii) the affected Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on its ability to perform its obligations under this Agreement and which by the exercise of due diligence the affected Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome; and (iii) such event is not the direct or indirect result of the negligence or the fault or the failure of, or caused by, the affected Party.
3. Events that qualify as events of “Force Majeure” include, but are not limited to, acts of God, fire, flooding, earthquake, explosion, riot or civil insurrection, acts of terrorism, strikes or similar labor interruptions, landslide, hurricane, tornado, severe weather, drought, pandemic, or epidemic, provided that all events asserted as Force Majeure events meet the requirements set forth in the preceding paragraphs of this FORCE MAJEURE Section of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard or giving effect to any conflict of law rules that would apply the laws of any other authority.
2. Any demand, dispute, controversy, or claim arising out of, in relation to, or in connection with this Agreement (including its interpretation), the Services, and/or with the activities carried out by either Party under or in furtherance of this Agreement, including, without limitation, any dispute as to the existence, construction, validity, interpretation, enforceability or breach of this Agreement (“Dispute”) shall be exclusively and finally settled as set forth hereafter. During any Dispute, provided that the Client is current on payment of all undisputed amounts owed to Contractor, Contractor shall diligently and without interruption proceed with delivering and performing.
3. If a Dispute arises in connection with this Agreement, the Parties shall refer the Dispute to senior officers of each with settlement authority. For a period of thirty (30) calendar days thereafter, such officers shall attempt in good faith to resolve the Dispute. Failing

settlement of the Dispute by direct negotiations, either the Client or the Contractor may initiate binding arbitration by giving notice to the other (“Notice of Arbitration”).

4. Disputes shall be decided by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association (“AAA”); but, unless otherwise mutually agreed, the AAA shall not administer the matter. The Parties will attempt to agree on the identity of the arbitrator, who shall be neutral. If they cannot agree within fifteen (15) calendar days after the Notice of Arbitration is given, both Parties agree to the selection of the single arbitrator by the AAA.
5. The arbitration shall be held in Larimer County, CO. The arbitrator shall apply the law of Colorado, exclusive of its principles of conflicts of laws, for determination of the rights and remedies under this Agreement and for all aspects of the award hereunder.
6. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent authority, and Client and Contractor agree that there shall be no appeal from the arbitrator’s decision. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.
7. The right to arbitrate shall survive the completion, termination or expiration of this Agreement. The arbitrator shall not be authorized to make any award based on principles of equity, and in no event shall the arbitrator have the power to award punitive, consequential, or indirect damages.
8. The Parties agree to evenly split any fees charged by the arbitrator or the AAA. However, the arbitrator shall have the power to award reasonable: attorneys’ fees, costs, and expenses; arbitration fees, costs, and expenses; arbitrator’s fees and expenses; and other professionals’ fees, costs, and expenses, to the extent that fairness and justice requires, to a prevailing party in any such arbitration proceedings.

SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

MISCELLANEOUS PROVISIONS

1. The headings and sub-headings of this Agreement are used for convenience and ease of reference only and in no way define, limit, describe or interpret the scope or intent of this Agreement.
2. This Agreement shall not be construed as creating a joint venture, partnership, or the like

between the Parties. Neither Party shall act or be deemed to act on behalf of the other Party or have the right to bind the other Party. Each Party shall remain an independent entity and function as such. Each Party shall always during the performance hereof be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Contractor for the performance hereof shall be the direct employees and subcontractors of Contractor, and Contractor shall remain solely responsible for all matters related to compliance with relevant employment laws.

3. In the performance of the Services hereunder, Contractor will comply with all applicable laws and regulations of federal, state, and local governments.
4. Any notices required to be given by either Party with respect to this Agreement shall be considered as given to Client and to Contractor, respectively, if given in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by electronic means (e-mail), to the addresses below. Such notices shall be effective when delivered if delivered personally or when delivered if mailed in the manner provided above to the addresses shown below. Notices sent by electronic means (e-mail) shall be effective on the date of receipt if received on a business day during normal business hours, or, if received other than on a business day during normal business hours, then on the first business date after receipt. General correspondence pertaining to this Agreement and/or the Services provided hereunder may be sent by regular mail.

The address of notice for Client and Contractor shall be as follows:

CLIENT
North Weld County Water District
32825 CO Rd 39
Lucerne, CO 80646
Attn: Jared Rauch
Phone: (970) 356-3020
e-mail: jaredr@nwcwd.com

CONTRACTOR
Tanco Engineering, Inc.
1400 Taurus Court
Loveland, CO 80537
Attn: Josh Flock
Phone: (970) 776-4228
e-mail: jflock@tancoeng.com

5. No officer, director, or employee of either Party to this Agreement shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with any Services provided under this Agreement in order to secure a business advantage, or enter into any business arrangement with any officer, director, or employee of the other Party other than as a representative of the other Party or, without prior written notification to the other Party.

- The Parties represent and warrant that they have the full and complete authority to enter into and to perform this Agreement. Each person who executes this Agreement on behalf of the Parties represents and warrants that he or she has full authority to do so, and that Client and Contractor will be bound thereby. Further, the Parties expressly acknowledge that they both had the opportunity to negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

EXECUTING SIGNATURES

TO EVIDENCE THEIR AGREEMENT, the Parties have executed and delivered this Agreement, which may be executed in counterpart (each of which shall be considered as an original) and exchanged by way of personal delivery, registered or certified mail, return receipt requested, or electronic means (e-mail).

This Agreement is made and entered into on this 7th day of December 2022, by and between Client and Contractor. The Parties, through the signing below by their duly authorized representatives, agree to the terms, covenants, and conditions contained herein.

NORTH WELD COUNTY WATER DISTRICT

TANCO ENGINEERING, INC.

BY: _____

BY: _____

SIGNED: _____

SIGNED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



December 7, 2022

Mr. Jared Rauch
North Weld County Water District
jaredr@nwcwd.org

Mr. Rauch,

In response to your request, Tanco is pleased to submit this proposal to repair Tank 5 located in Weld County, CO.

SCOPE OF WORK

The scope of work included in Tanco's proposal is outlined below:

1. Perform the below Action Code A and B Items.
 - a. Install (11) 1/4"-thick floor patches.
 - b. Puddle weld/ weld repair (59) additional areas of pitting/ corrosion/ poor weld noted by inspections.
 - c. Weld repair the internal corner weld in areas marked by inspection.
 - d. Weld repair the pipe to repad welds on both thru-floor fill lines.

2. Perform the below Action Code C Items.
 - a. Rework the grade around the tank to provide positive drainage away from the tank.
 - b. Install pad plates between Shell Nozzle B supports and Shell Manway A Davit and the tank shell.
 - c. Provide and install a new nameplate.
 - d. Demo the existing roof walkway handrail.
 - e. Install new galvanized walkway handrail.
 - f. Install (1) new API standard painter's hitch in the center of the roof.

3. Subcontract the below coating operations.
 - a. Internal Roof, Rafters, Shell and Floor:
 - i. Abrasive blast to SSPC-10.
 - ii. Vacuum all spent abrasives and dispose of.
 - iii. Apply (1) stripe coat of Carboline Low-Temp Tank Shield Epoxy to all welds.
 - iv. Apply (1) full finish coat of Carboline Low-Temp Tank Shield Epoxy at 15-18 mils DFT.
 - v. Holiday test.
 - vi. Disinfect the inside of the tank after coating operations are completed.
 - vii. *Since the internal coating will be coming in contact with potable water, ensure and provide documentation that the coatings are compliant with the applicable requirements of NSF/ANSI/CAN600 according to the requirements of NSF/ANSI/CAN61.*

 - b. External Roof, Shell, and Stairs:
 - i. Sweep blast all areas to SSPC-7.
 - ii. Spot blast all corroded areas to SSPC-6.
 - iii. Apply (1) prime coat of Carboline Low-Temp Epoxy Primer.
 - iv. Apply (1) full intermediate coat of Carboline Low-Temp Epoxy at 4-6 mils DFT.



- v. Apply (1) full finish coat of Carboline Polyurethane Enamel at 2-3 mils DFT.
- vi. Stencil Tank Numbers.
- vii. *Since the tank needs to be returned to service prior to ideal weather conditions, all external coatings will take place with the tank in service, while taking into account environmental factors, tank sweating, high heat, and vent covering.*

ESTIMATED COST & SCHEDULE

Tanco’s T&M pricing and schedule to execute the scope of work outlined in this proposal is broken down below and will be billed according to Tanco’s 2022 “Time and Material” rate sheet, which is attached to the end of this proposal for reference. All pricing excludes taxes and is based on working 60-hours per week, Monday thru Saturday.

SCOPE #	BRIEF DESCRIPTION	ESTIMATED COST	#60-HR WEEKS
1	Action Code A & B	\$45,000	1.5
2	Action Code C	\$40,000	1
3	Coatings	\$201,000	6
	Totals	\$275,000	8.5

We greatly appreciate the opportunity to provide you with this pricing and look forward to doing business together in the future. Please do not hesitate to contact me at (307) 460-0381 if you have any questions, concerns, or require additional information.

Please see the attached clarifying notes, assumptions, and exclusions as they form an integral part of our proposal.

Sincerely,

Josh D. Flock

TANCO'S CLARIFYING NOTES, ASSUMPTIONS AND EXCLUSIONS

Schedule

1. This proposal is firm for acceptance for 30 days.
2. The schedule in this proposal is based on our current workload and is contingent upon receipt of materials as committed to us. Our labor forces and equipment are subject to prior sale.
3. This proposal is based on one move in; one move out for the mechanical repairs, and two moves in; two moves out for the coating repairs. Any additional mobilization or shutdown time due to customer will be billed as an extra.
4. Any period of delay due to causes beyond the reasonable control of TANCO will be added to the time for completion of this work.

Clarifications

1. If required, the work and storage areas will be kept free of excessive dust, ice, mud, and/or water by others.
2. Purchaser shall provide clear and open space adjacent to the construction site adequate for receiving and storing materials and construction equipment. As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 15 feet of live 220 volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Purchaser's account.
3. The tank is to be cleaned, isolated, and gas freed by others. TANCO is to be notified of any conditions that may present a danger to our crew.
4. We have assumed that once the tank has been cleaned, gas-freed and isolated, any special confined/enclosed spaced requirements will be unnecessary. We would continue to monitor the air both inside and outside of the tank and provide a firewatch per the following clarifying note. Entry/hot work permits also will be obtained as needed and fire extinguishers will be on hand. However, our pricing does not include such items as fresh air gear, air educators, lifelines, special clothing or PPE, warning horns, explosion-proof lights or standby rescue crews.
5. Our bid includes a non-working firewatch for the time we are performing hot work. We have not included a non-working firewatch for other types of work such as tank coatings.
6. Our proposal does not include costs for dealing with hazardous or contaminated materials, including, but not limited to, lead based paint.
7. Our proposal does include a non-working safety watch.

8. Our proposal is based on excavating soft soil or sand from beneath the tank floor. Any additional labor or material costs due to hard clay, rock, concrete, asphalt, piping or other difficulties would be added to our price.
9. Our price does not include piping or valves beyond the exterior flanges on the tank nozzles. New gaskets and bolts have not been included.
10. We have assumed that there are no special or toxic coatings or linings on the tank interior.
11. We plan to use our current weld procedures and welder qualifications. TANCO's standard welding procedures call for all down flat welds to be single pass with E7024 rod. All welds on the tank shell will be made with E6010.
12. TANCO's bid does not include a hydrotest.
13. Taxes have not been included in our price. TANCO will collect taxes at the end of the job, if appropriate.

Coating Specific

1. Our price specifically excludes coating of inaccessible areas including, but not limited to the areas between the roof rafters and roof plate, and the topside of roof support columns.
2. Our price is based on open blasting all areas and does not include any containment of the media.
3. All external coatings will be brushed and rolled.
4. Our price does not include the provision of 3rd Party Coating Inspectors.

Thank you for the opportunity to submit this proposal. The above clarifications and comments are intended to communicate the basis of our proposal. TANCO will gladly negotiate changes to best suit your requirements. If there are any questions, or if we can be of further service, please contact us at your earliest convenience. We look forward to working with you in the near future.



2022

“TIME and MATERIAL” RATE SHEET

<u>Labor by Classification</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>	<u>Double time Rate</u>
Foreman	\$90.00/hr.	\$115.00/hr.	\$140.00/hr.
Welder	\$83.00/hr.	\$103.00/hr.	\$123.00/hr.
Helper/ Laborer	\$65.00/hr.	\$73.00/hr.	\$91.00/hr.
Safety Watch	\$50.00/hr.	\$65.00/hr.	\$80.00/hr.
<u>TANCO Owned Equipment</u>			\$12.75/hr.
Winch Trucks			
Pickups			
30' Trailers			
Welding Machines			
Air Tools			
Fresh Air Equipment			
Safety Equipment			
Test Equipment			
Boilermaker & Pipefitter Fitup and Hand Tools			
Tank Scaffolding and Rigging Equipment			
Hand Tools			
<u>Consumable Supplies</u>			\$12.25/hr.
e.g. Weld Rod, Gas, Fuel, Gloves, Oxygen, Acetylene			
<u>Third Party Equipment Rental</u>			Cost plus 10%
e.g. Cranes, Manlifts			
<u>Material and Freight</u>			Cost plus 10%
<u>TANCO Subcontractors</u>			Cost plus 10%
<u>Mobilization-Demobilization</u>			\$1.50/mile for each person \$1.25/mile for each vehicle \$1.00mile for each trailer

TANK 7 SERVICE AGREEMENT

This Tank 7 Service Agreement (“Agreement”) dated December 7, 2022 (“Effective Date”) is by and between **North Weld County Water District** (“Client”) and **Tanco Engineering, Inc.** (“Contractor”) (Company and Contractor collectively referred to as the “Parties” and each is referred to as a “Party” to this Agreement).

WITNESSED

WHEREAS, Client is of the opinion that Contractor has the necessary qualifications, experience, and abilities to complete the Work for Client as defined herein, and has elected to engage Contractor to complete such Work, and Contractor has agreed to complete such Work, which is expected to be performed at Client’s Facility, based on and in accordance with the terms and conditions of this Agreement and Contractor’s Proposal dated December 7, 2022 (Contractor’s Proposal) attached hereto and made an integral part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions, agreements, and consideration herein contained, the sufficiency of which is hereby acknowledged, Client and Contractor agree as follows:

SERVICES PROVIDED

1. Client hereby agrees to engage Contractor to perform the Work for Client as defined in Contractor’s proposal (the “Work”).
2. Contractor hereby agrees to provide and complete such Work for Client.

TERM OF AGREEMENT

1. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Work, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. Client shall have the option to terminate this Agreement at any time and for any reason, including, but not limited to, Client’s convenience. Upon Client’s termination of this Agreement, Client shall pay Contractor for all Work completed and/or partially completed in conformity with this Agreement and materials purchased for the performance of the Work as of the date of termination, reasonable costs attributable to such termination, and Contractor’s overhead and profit on such Work completed and partially completed and materials purchased as of the date of such termination. Such payment shall constitute Contractor’s sole and exclusive remedy in the event of termination of this Agreement by Client. Upon receipt of a termination notice under this Section, Contractor shall promptly

comply with the directions contained in such notice and shall, as required, (a) take actions as necessary to terminate the Work as provided in the notice, minimizing costs and liabilities for the terminated Work to the extent reasonably possible, and (b) continue the performance of any part of the Work not terminated by Client, as Client directs.

3. Except as otherwise expressly stated herein, the provisions of this Agreement which by their nature are intended to survive the termination, expiration, or completion of this Agreement, including but not limited to the warranties, covenants, and agreements set forth herein, shall survive the termination, expiration, or completion of this Agreement and shall remain in full force following these events.
4. This Agreement contains the entire understanding between the Parties on the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, between the Parties.

PERFORMANCE

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. This Agreement shall be binding upon the Parties hereto, and their executors, administrators, heirs, legal representatives, successors and permitted assigns.

COMPENSATION

1. Contractor will charge Client for the Work as defined in Contractor's Proposal, and Client will pay Contractor on a Time and Material basis in accordance with the rates attached to the Contractor's Proposal.
2. Monthly progress invoices and the final invoice submitted by Contractor to Client are due within 30 days of receipt.

LIMITATION OF LIABILITY

1. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT THAT MAY BE CONSTRUED TO THE CONTRARY, IN NO EVENT WILL CONTRACTOR BE LIABLE TO CLIENT FOR PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, LIQUIDATED, OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFIT, REVENUE, PRODUCTION, OR OPPORTUNITY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FAULT OR NEGLIGENCE OF EITHER PARTY, AND EVEN IF**

CONTRACTOR HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

AGREEMENT AMENDMENTS

1. This Agreement shall not be altered, amended, or supplemented without the written agreement of both Parties. If an amendment is agreed to by the Parties in writing, it shall be deemed incorporated as of its effective date, unless expressly stated to the contrary in the amendment.
2. If Client changes the type, nature, and amount of Work to be performed and/or, the time, method, and/or place of delivery or performance of such Work by Contractor, and if said change has the possibility of triggering any increased or decreased costs, impacting the completion date of the Work to be performed, or affecting any other conditions applicable to this Agreement, Contractor shall so notify Client in writing by way of a Change Order Request.

WARRANTIES

1. Contractor shall perform the Work in a diligent, careful, good, and skillful manner.
2. Contractor warrants to Client for a period of twelve (12) months after completion of the Work governed by this Agreement, that the Work completed by Contractor shall be free from Defects in material and workmanship, with "Defects" being defined as material or workmanship that is not in full compliance with the terms of this Agreement, including any applicable specifications and/or drawings referenced in this Agreement and/or Contractor's Proposal.
3. Where, within the warranty period specified in Paragraph 2 of this WARRANTIES Section, Defects in the Work as defined in Paragraph 2 of this WARRANTIES Section are discovered by Client, upon written notice of such Defects by Client, Contractor shall within a reasonable time correct or repair such Defects at its own expense or as otherwise agreed by Client ("Warranty Work"). In emergency conditions, Client may commence such Warranty Work (directly or by employment of third parties) at Contractor's expense.
4. Contractor further warrants that it has and will have good, exclusive, and marketable title to all Work delivered to and/or performed for Company, free and clear of all liens, security interests, claims, and encumbrances.
5. Contractor warrants that it has legally obtained all licenses, and certifications required to perform hereunder, except for any building, environmental, or similar permits that may be required, which Contractor has assumed will be obtained by Client at Client's sole expense.

FORCE MAJEURE

1. If either Party is rendered unable by Force Majeure (as defined below) to perform or comply fully or in part with any obligation or condition of this Agreement, the affected Party shall give written notice to the other Party of such Force Majeure within seventy-two (72) hours after becoming aware of the occurrence of Force Majeure relied upon and such affected Party shall be relieved of liability and shall suffer no prejudice for failure to perform same during such period.
2. As used herein, the term “Force Majeure” means any event, condition or circumstance which causes a demonstrable, material and adverse delay or disruption on the performance of any obligation imposed by this Agreement, but only if and to the extent: (i) such event is not within the reasonable control, directly or indirectly, of the affected Party; (ii) the affected Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on its ability to perform its obligations under this Agreement and which by the exercise of due diligence the affected Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome; and (iii) such event is not the direct or indirect result of the negligence or the fault or the failure of, or caused by, the affected Party.
3. Events that qualify as events of “Force Majeure” include, but are not limited to, acts of God, fire, flooding, earthquake, explosion, riot or civil insurrection, acts of terrorism, strikes or similar labor interruptions, landslide, hurricane, tornado, severe weather, drought, pandemic, or epidemic, provided that all events asserted as Force Majeure events meet the requirements set forth in the preceding paragraphs of this FORCE MAJEURE Section of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard or giving effect to any conflict of law rules that would apply the laws of any other authority.
2. Any demand, dispute, controversy, or claim arising out of, in relation to, or in connection with this Agreement (including its interpretation), the Services, and/or with the activities carried out by either Party under or in furtherance of this Agreement, including, without limitation, any dispute as to the existence, construction, validity, interpretation, enforceability or breach of this Agreement (“Dispute”) shall be exclusively and finally settled as set forth hereafter. During any Dispute, provided that the Client is current on payment of all undisputed amounts owed to Contractor, Contractor shall diligently and without interruption proceed with delivering and performing.
3. If a Dispute arises in connection with this Agreement, the Parties shall refer the Dispute to senior officers of each with settlement authority. For a period of thirty (30) calendar days thereafter, such officers shall attempt in good faith to resolve the Dispute. Failing

settlement of the Dispute by direct negotiations, either the Client or the Contractor may initiate binding arbitration by giving notice to the other (“Notice of Arbitration”).

4. Disputes shall be decided by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association (“AAA”); but, unless otherwise mutually agreed, the AAA shall not administer the matter. The Parties will attempt to agree on the identity of the arbitrator, who shall be neutral. If they cannot agree within fifteen (15) calendar days after the Notice of Arbitration is given, both Parties agree to the selection of the single arbitrator by the AAA.
5. The arbitration shall be held in Larimer County, CO. The arbitrator shall apply the law of Colorado, exclusive of its principles of conflicts of laws, for determination of the rights and remedies under this Agreement and for all aspects of the award hereunder.
6. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent authority, and Client and Contractor agree that there shall be no appeal from the arbitrator’s decision. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.
7. The right to arbitrate shall survive the completion, termination or expiration of this Agreement. The arbitrator shall not be authorized to make any award based on principles of equity, and in no event shall the arbitrator have the power to award punitive, consequential, or indirect damages.
8. The Parties agree to evenly split any fees charged by the arbitrator or the AAA. However, the arbitrator shall have the power to award reasonable: attorneys’ fees, costs, and expenses; arbitration fees, costs, and expenses; arbitrator’s fees and expenses; and other professionals’ fees, costs, and expenses, to the extent that fairness and justice requires, to a prevailing party in any such arbitration proceedings.

SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

MISCELLANEOUS PROVISIONS

1. The headings and sub-headings of this Agreement are used for convenience and ease of reference only and in no way define, limit, describe or interpret the scope or intent of this Agreement.
2. This Agreement shall not be construed as creating a joint venture, partnership, or the like

between the Parties. Neither Party shall act or be deemed to act on behalf of the other Party or have the right to bind the other Party. Each Party shall remain an independent entity and function as such. Each Party shall always during the performance hereof be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Contractor for the performance hereof shall be the direct employees and subcontractors of Contractor, and Contractor shall remain solely responsible for all matters related to compliance with relevant employment laws.

3. In the performance of the Services hereunder, Contractor will comply with all applicable laws and regulations of federal, state, and local governments.
4. Any notices required to be given by either Party with respect to this Agreement shall be considered as given to Client and to Contractor, respectively, if given in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by electronic means (e-mail), to the addresses below. Such notices shall be effective when delivered if delivered personally or when delivered if mailed in the manner provided above to the addresses shown below. Notices sent by electronic means (e-mail) shall be effective on the date of receipt if received on a business day during normal business hours, or, if received other than on a business day during normal business hours, then on the first business date after receipt. General correspondence pertaining to this Agreement and/or the Services provided hereunder may be sent by regular mail.

The address of notice for Client and Contractor shall be as follows:

CLIENT
North Weld County Water District
32825 CO Rd 39
Lucerne, CO 80646
Attn: Jared Rauch
Phone: (970) 356-3020
e-mail: jaredr@nwcwd.com

CONTRACTOR
Tanco Engineering, Inc.
1400 Taurus Court
Loveland, CO 80537
Attn: Josh Flock
Phone: (970) 776-4228
e-mail: jflock@tancoeng.com

5. No officer, director, or employee of either Party to this Agreement shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with any Services provided under this Agreement in order to secure a business advantage, or enter into any business arrangement with any officer, director, or employee of the other Party other than as a representative of the other Party or, without prior written notification to the other Party.

- The Parties represent and warrant that they have the full and complete authority to enter into and to perform this Agreement. Each person who executes this Agreement on behalf of the Parties represents and warrants that he or she has full authority to do so, and that Client and Contractor will be bound thereby. Further, the Parties expressly acknowledge that they both had the opportunity to negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

EXECUTING SIGNATURES

TO EVIDENCE THEIR AGREEMENT, the Parties have executed and delivered this Agreement, which may be executed in counterpart (each of which shall be considered as an original) and exchanged by way of personal delivery, registered or certified mail, return receipt requested, or electronic means (e-mail).

This Agreement is made and entered into on this 7th day of December 2022, by and between Client and Contractor. The Parties, through the signing below by their duly authorized representatives, agree to the terms, covenants, and conditions contained herein.

NORTH WELD COUNTY WATER DISTRICT

BY: _____

SIGNED: _____

TITLE: _____

DATE: _____

TANCO ENGINEERING, INC.

BY: _____

SIGNED: _____

TITLE: _____

DATE: _____



December 7, 2022

Mr. Jared Rauch
North Weld County Water District
jaredr@nwcwd.org

Mr. Rauch,

In response to your request, Tanco is pleased to submit this proposal to inspect and repair Tank 7 located in Weld County, CO.

SCOPE OF WORK

The scope of work included in Tanco's proposal is outlined below:

1. Perform the below Action Code A and B Items.
 - a. Cut and reinstall a doorsheet for access to the internal weld seams.
 - b. Provide a subcontract to blast all internal shell weld seams.
 - c. Provide a subcontract to inspect all internal shell weld seams.
 - d. Install (2) 1/4"-thick floor patches.
 - e. Puddle weld/ weld repair additional areas of pitting and weld defects marked by inspections.
 - f. Weld repair areas of vertical shell weld on Course #1 marked by inspections.
 - g. Weld repair an assumed 40 linear feet of internal shell weld seams discovered during 1.c.
 - h. Weld repair shell to bottom weld marked by inspections.
 - i. Puddle weld areas of pitting on Course #1.
 - j. Weld repair Shell Nozzles N2 and N3.
 - k. Cut out existing Shell Insert D.
 - i. Install (1) new 7/16" x 12" x 24" insert plate.
 - l. Cut out existing Shell Insert J.
 - i. Install (1) new 7/16" x 12" x 24" insert plate.
 - m. Cut out existing shell Insert G.
 - i. Install (1) new 7/16" x 24" x 24" insert plate.
 - n. Cut out existing Shell Insert H.
 - i. Install (1) new 7/16" x 24" x 24" insert plate.
 - o. Weld repair and/ or patch areas of top angle to roof weld marked by inspections.
 - p. Puddle weld areas of pitting on the center column.
 - q. Patch all areas of the cone roof plate showing daylight.

2. Perform the below Action Code C Items.
 - a. Replace the column base plate.
 - b. Cut out Shell Coupling E.
 - i. Install (1) new 7/16" x 12" x 12" insert plate.
 - c. Install a lower-half repad on 20" Shell Nozzle F.
 - d. Cut out Shell Nozzle K.
 - i. Install (1) new 7/16" x 18" x 18" insert plate.



- e. Demo the existing level/ float gauge that is no longer being used.
- 3. Subcontract the below coating operations.
 - a. Internal Roof, Rafters, Shell and Floor:
 - i. Abrasive blast to SSPC-10.
 - ii. Vacuum all spent abrasives and dispose of.
 - iii. Apply (1) stripe coat of Carboline Low-Temp Tank Shield Epoxy to all welds.
 - iv. Apply (1) full finish coat of Carboline Low-Temp Tank Shield Epoxy at 15-18 mils DFT.
 - v. Holiday test.
 - vi. Disinfect the inside of the tank after coating operations are completed.
 - vii. *Since the internal coating will be coming in contact with potable water, ensure and provide documentation that the coatings are compliant with the applicable requirements of NSF/ANSI/CAN600 according to the requirements of NSF/ANSI/CAN61.*
 - b. External Roof, Shell, and Stairs:
 - i. Sweep blast all areas to SSPC-7.
 - ii. Spot blast all corroded areas to SSPC-6.
 - iii. Apply (1) prime coat of Carboline Low-Temp Epoxy Primer.
 - iv. Apply (1) full intermediate coat of Carboline Low-Temp Epoxy at 4-6 mils DFT.
 - v. Apply (1) full finish coat of Carboline Polyurethane Enamel at 2-3 mils DFT.
 - vi. Stencil Tank Numbers.
 - vii. *Since the tank needs to be returned to service prior to ideal weather conditions, all external coatings will take place with the tank in service, while taking into account environmental factors, tank sweating, high heat, and vent covering.*
- 4. Install (1) new inlet/ outlet pipe assembly per the provided drawings.

ESTIMATED COST & SCHEDULE

Tanco’s T&M pricing and schedule to execute the scope of work outlined in this proposal is broken down below and will be billed according to Tanco’s 2022 “Time and Material” rate sheet, which is attached to the end of this proposal for reference. All pricing excludes taxes and is based on working 60-hours per week, Monday thru Saturday.

SCOPE #	BRIEF DESCRIPTION	ESTIMATED COST	#60-HR WEEKS
1	Action Code A & B	\$95,000	3
2	Action Code C	\$36,000	1
3	Coatings	\$395,000	8
4	Inlet/ Outlet Pipe	\$42,000	1
	Totals	\$568,000	13

We greatly appreciate the opportunity to provide you with this pricing and look forward to doing business together in the future. Please do not hesitate to contact me at (307) 460-0381 if you have any questions, concerns, or require additional information.



Please see the attached clarifying notes, assumptions, and exclusions as they form an integral part of our proposal.

Sincerely,

A handwritten signature in black ink that reads "Josh D. Flock". The signature is written in a cursive style with a large initial 'J'.

Josh D. Flock

TANCO'S CLARIFYING NOTES, ASSUMPTIONS AND EXCLUSIONS

Schedule

1. This proposal is firm for acceptance for 30 days.
2. The schedule in this proposal is based on our current workload and is contingent upon receipt of materials as committed to us. Our labor forces and equipment are subject to prior sale.
3. This proposal is based on one move in; one move out for the mechanical repairs, and three moves in; three moves out for the coating repairs. Any additional mobilization or shutdown time due to customer will be billed as an extra.
4. Any period of delay due to causes beyond the reasonable control of TANCO will be added to the time for completion of this work.

Clarifications

1. If required, the work and storage areas will be kept free of excessive dust, ice, mud, and/or water by others.
2. Purchaser shall provide clear and open space adjacent to the construction site adequate for receiving and storing materials and construction equipment. As a safety precaution, our field construction forces do not operate hoisting equipment or install rigging within 15 feet of live 220 volt electric power lines (larger clear distances are required for lines of higher voltage). If such are present at the time of construction, the cost of moving them or otherwise making them safe will be for the Purchaser's account.
3. The tank is to be cleaned, isolated, and gas freed by others. TANCO is to be notified of any conditions that may present a danger to our crew.
4. We have assumed that once the tank has been cleaned, gas-freed and isolated, any special confined/enclosed spaced requirements will be unnecessary. We would continue to monitor the air both inside and outside of the tank and provide a firewatch per the following clarifying note. Entry/hot work permits also will be obtained as needed and fire extinguishers will be on hand. However, our pricing does not include such items as fresh air gear, air educators, lifelines, special clothing or PPE, warning horns, explosion-proof lights or standby rescue crews.
5. Our bid includes a non-working firewatch for the time we are performing hot work. We have not included a non-working firewatch for other types of work such as tank coatings.
6. Our proposal does not include costs for dealing with hazardous or contaminated materials, including, but not limited to, lead based paint.
7. Our proposal does include a non-working safety watch.

8. Our proposal is based on excavating soft soil or sand from beneath the tank floor. Any additional labor or material costs due to hard clay, rock, concrete, asphalt, piping or other difficulties would be added to our price.
9. Our price does not include piping or valves beyond the exterior flanges on the tank nozzles. New gaskets and bolts have not been included.
10. We have assumed that there are no special or toxic coatings or linings on the tank interior.
11. We plan to use our current weld procedures and welder qualifications. TANCO's standard welding procedures call for all down flat welds to be single pass with E7024 rod. All welds on the tank shell will be made with E6010.
12. TANCO's bid does not include a hydrotest.
13. Taxes have not been included in our price. TANCO will collect taxes at the end of the job, if appropriate.

Coating Specific

1. Our price specifically excludes coating of inaccessible areas including, but not limited to the areas between the roof rafters and roof plate, and the topside of roof support columns.
2. Our price is based on open blasting all areas and does not include any containment of the media.
3. All external coatings will be brushed and rolled.
4. Our price does not include the provision of 3rd Party Coating Inspectors.

Thank you for the opportunity to submit this proposal. The above clarifications and comments are intended to communicate the basis of our proposal. TANCO will gladly negotiate changes to best suit your requirements. If there are any questions, or if we can be of further service, please contact us at your earliest convenience. We look forward to working with you in the near future.



2022

“TIME and MATERIAL” RATE SHEET

<u>Labor by Classification</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>	<u>Double time Rate</u>
Foreman	\$90.00/hr.	\$115.00/hr.	\$140.00/hr.
Welder	\$83.00/hr.	\$103.00/hr.	\$123.00/hr.
Helper/ Laborer	\$65.00/hr.	\$73.00/hr.	\$91.00/hr.
Safety Watch	\$50.00/hr.	\$65.00/hr.	\$80.00/hr.
<u>TANCO Owned Equipment</u>			\$12.75/hr.
Winch Trucks			
Pickups			
30' Trailers			
Welding Machines			
Air Tools			
Fresh Air Equipment			
Safety Equipment			
Test Equipment			
Boilermaker & Pipefitter Fitup and Hand Tools			
Tank Scaffolding and Rigging Equipment			
Hand Tools			
<u>Consumable Supplies</u>			\$12.25/hr.
e.g. Weld Rod, Gas, Fuel, Gloves, Oxygen, Acetylene			
<u>Third Party Equipment Rental</u>			Cost plus 10%
e.g. Cranes, Manlifts			
<u>Material and Freight</u>			Cost plus 10%
<u>TANCO Subcontractors</u>			Cost plus 10%
<u>Mobilization-Demobilization</u>			\$1.50/mile for each person \$1.25/mile for each vehicle \$1.00mile for each trailer

GRAZING LEASE

(2022-2025)

(Hill)

THIS GRAZING LEASE (this “Lease”) is made and entered into effective as of January 1, 2022, by and between NORTH WELD COUNTY WATER DISTRICT, a special district and a political subdivision of the State of Colorado (“Landlord”), and PAUL F. HILL and ANTONIA M. HILL (jointly, “Tenant”).

RECITALS

A. Landlord is the owner of an approximate one (1) acre parcel of land (Outlot A) located adjacent to Weld County Road 29 in the Gold Stone Creek Subdivision in Nunn, Colorado, depicted on Exhibit A attached hereto and incorporated herein by reference (the “Leased Premises”).

B. Tenant owns a parcel of land adjacent to the Leased Premises commonly known as 45900 Gold Stone Creek Court, Nunn, Colorado 80648 (“Tenant’s Adjoining Premises”).

C. Tenant previously leased the Leased Premises for the purpose of grazing approximately five (5) heifers and/or cow/calf units in total (collectively, “Permitted Animals”) pursuant to that certain Grazing Lease dated February 15, 2019 (“Prior Lease”).

D. The Prior Lease terminated by its terms at the end of the 2021 grazing season.

E. Since termination of the Prior Lease, Tenant has continued to use the Lease Premises, and desires to enter into this Lease upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease of Leased Premises. Landlord hereby leases the Leased Premises to Tenant for the grazing of the Permitted Animals and related purposes and for no other purpose. Landlord shall have the right to use the Leased Premises for any purposes that do not materially interfere with the grazing rights herein leased to Tenant during the Term (defined below) of this Lease.

2. Term of Lease. The “Term” of this Lease shall be four (4) years consisting of the grazing season in the years 2022, 2023, 2024 and 2025, terminating December 31, 2025, subject to early termination as set forth below.

3. Installation and Removal of Fencing. As a condition to the placement or grazing of any Permitted Animals on Leased Premises, Tenant shall cause to be installed along that part of the perimeter of the Leased Premises which is not contiguous to Tenant’s Adjoining Premises, a well-constructed barbed wire fence containing a minimum of three (3) strands of wire with substantial posts set at a distance of approximately twenty (20) feet apart sufficient to turn the Permitted Animals. Within thirty (30) days following the termination of this Lease, whether at

the expiration of the Term or as a result of early termination due to a Default (defined below) by Tenant hereunder, Tenant shall cause the fence and all materials used in connection therewith to be removed from the Leased Premises.

4. Prohibited Animals. Tenant acknowledges that the only animals permitted to graze upon the Leased Premises shall be the Permitted Animals and in no event shall bulls, horses, sheep, goats or other grazing animals be permitted on the Leased Premises.

Grazing Rent. The rent to be paid by Tenant to Landlord for the grazing of Animal Units upon the Leased Premises shall be the greater of the following sums: (i) \$100.00 per year or (ii) an amount equal to Seventy-Five Cents (\$.75) per day per Animal Unit allowed to graze on any part of the Leased Premises payable on or before November 30 of each applicable year during the Term of this Lease. Notwithstanding, Tenant shall pay to Landlord within 30 days of the execution of this Lease all amounts due pursuant to the provisions of this Lease for Tenant's use of the Leased Premises during the 2022 grazing period.

5. For purposes of this Lease, Landlord and Tenant agree that the term "Animal Unit" shall consist of the following:

<u>Animal</u>	<u>Number of Animal Units</u>
Cow	1.00
Heifer	.75
Calf Six Months to One Year	.50
Calf Three Months to Six Months	.30

Within fifteen (15) days following the end of each calendar quarter during the Term of this Lease, Tenant shall provide written verification to Landlord of the total number of Animal Units that were permitted to graze on the Leased Premises each day of the calendar quarter immediately preceding such verification.

6. Water for Animals. Tenant shall be solely responsible for providing all water required for the Permitted Animals and Landlord shall have no obligation related thereto.

7. Grazing Practices. Tenant shall have the right to re-seed the Leased Premises for the purpose of improving the pasture for the Permitted Animals. Tenant shall be responsible, at its sole expense, for providing any water tanks, feed bunks, salt or mineral licks and other supplies and equipment customarily used in connection with the pasturing of the Permitted Animals. Tenant shall use prudence and care in transporting, storing, handling and applying any fertilizers, herbicides and other chemicals and similar substances which are required for proper and appropriate use of the Leased Premises for grazing purposes, provided that no such materials shall be applied to the Leased Premises without prior consultation and written consent of Landlord. Upon approval by Landlord, Tenant shall read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property on the Leased Premises and adjoining areas. Any chemicals for weed control when used should be

applied at levels not to exceed the manufacturer's recommendation. Tenant shall be solely responsible for all employer obligations on hired labor with respect to any safety requirements.

Grazing practices of Tenant shall be conducted in a good and workmanlike manner. Tenant shall not pasture Permitted Animals that continue to break through fences. Should any Permitted Animal be found to break through the fence constructed on the perimeter of the Leased Premises on three (3) or more occasions, Landlord may request the removal of such Permitted Animal from the Leased Premises. The number of Permitted Animals and extent of grazing shall be reasonably determined by Tenant based upon the amount of rain and growing conditions. Under no circumstances shall the Leased Premises be overgrazed.

In the event that Landlord shall, in its sole but good faith discretion, determine that the Leased Premises are being overgrazed or misused in any manner, Landlord shall notify Tenant in writing and Tenant must take immediate steps to correct such condition. In the event Landlord, in its sole but good faith discretion, believes that remedial action has not been promptly taken in a satisfactory manner, Landlord may, upon ten (10) days' prior written notice, terminate this Lease and Tenant shall thereafter promptly cause the removal of all Permitted Animals from the Leased Premises.

8. Additional Covenants of Tenant. Tenant agrees as follows:

A. To take appropriate action to maintain the health and safety of all Permitted Animals located upon the Leased Premises in a good and husbandlike manner.

B. To furnish, at Tenant's sole cost and expense, all labor, tools, machinery, and supplies required for grazing of Permitted Animals upon the Leased Premises during the Term of this Lease.

C. Other than fencing described in Section 3 above, to not install any improvements on the Leased Premises without the prior written approval of Landlord.

D. To keep all fences installed on the perimeter of the Leased Premises and other improvements on the Leased Premises in good condition and repair and in a manner sufficient to turn the Permitted Animals so as to avoid the Permitted Animals escaping from the Leased Premises. All fence maintenance and repairs shall be made promptly and in a good and workmanlike manner by Tenant at its expense.

E. To maintain and repair all damages caused by Tenant and its employees, agents or invitees in connection with the grazing of Permitted Animals upon the Leased Premises.

F. To diligently exclude trespassers from the Leased Premises and to reasonably assist Landlord in prosecuting any trespasser.

G. To maintain all licenses and permits required for the conduct of its operations on the Leased Premises by any governmental or quasi-governmental authority with jurisdiction over such operations.

H. To comply with all applicable federal, state, and local laws, rules, and regulations related to the Leased Premises and the grazing of Permitted Animals thereon.

9. Insurance.

A. Tenant, at its sole cost and expense, shall, during the Lease Term, procure, pay for, and keep in full force and effect a comprehensive policy of general liability insurance reasonably approved by Landlord covering the Leased Premises and insuring Tenant in an amount not less than, One Million Dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, the insureds' liability for property damage, bodily injuries, and death of persons in connection with the operation, maintenance, or use of the Leased Premises (including acts or omissions of Tenant or of its employees or agents), and protection against liability for non-owned and hired automobiles.

B. All policies of insurance carried by Tenant shall name Tenant as an insured and shall name Landlord as an additional insured on the policy. The policy or policies shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days' prior written notice thereof is given to Landlord. Upon issuance or renewal of any such insurance policy, Tenant shall furnish a certified copy or duplicate original of such policy or renewal thereof with proof of premium payment to Landlord.

C. All insurance policies may be reviewed at least annually by Landlord and Tenant to ascertain that the coverage as provided by such policies adequately cover those risks required by this Section 9 to be insured.

10. "AS-IS" Nature of Leased Premises. Tenant acknowledges and agrees that Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the Leased Premises and (a) the nature, quality, or condition of the Leased Premises, including, without limitation, the water, soil, and geology of the Leased Premises; (b) the suitability of the Leased Premises for any and all activities and uses which Tenant may conduct thereon in connection with the grazing of Permitted Animals; (c) the profitability or fitness for a particular purpose of the Leased Premises; or (d) any other matter with respect to the Leased Premises and, specifically, that Landlord has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements.

11. Hazardous Materials.

A. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is, or becomes, regulated by any local government authority, the State of Colorado, or the United States Government.

B. During the Term of this Lease, Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, licensees, or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrate to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's operation and that it will be used, kept, and stored in the manner which complies with all laws regulating any such Hazardous Materials).

12. Tenant to Hold Landlord Harmless. Tenant covenants that it will indemnify and hold Landlord, and its officers, directors and employees, harmless from all claims, demands, judgments, costs, and expenses, including attorneys' fees, arising out of any accident or occurrence causing injury to any person or properly whomsoever or whatsoever due directly or indirectly to the use or neglect of the Leased Premises or any part thereof by Tenant and its agents or employees, including, but not limited to, damage caused by any Permitted Animals which escape from the Leased Premises, unless such accident or occurrence results solely from the tortious misconduct or negligent act or omission on the part of Landlord, or its officers, directors and employees; and Tenant will indemnify and hold harmless Landlord, and its officers, directors and employees, from all damages and all penalties arising out of any failure of Tenant, in any respect, to comply with all of the requirements and provisions of this Lease; and Tenant covenants that Tenant shall keep and hold harmless Landlord, and its officers, directors and employees, and Landlord's interest in and to the Leased Premises forever from any penalty, damage, or charge imposed by any violation of any laws, whether occasioned by an act or omission of Tenant. In addition, Landlord, and its officers, directors and employees, shall not be liable to Tenant for any injuries to or deaths of Permitted Animals, regardless of cause, incurred in connection with grazing of the Permitted Animals upon the Leased Premises under this Lease, unless such injuries or deaths result from a negligent act or omission of Landlord.

13. Default.

A. Tenant's Default.

i. Each of the following events shall be a "Default" by Tenant under this Lease:

a. If Tenant shall fail to pay any installment of rent or any other sums due hereunder and such failure continues for ten (10) days from the date upon which Landlord provides written notice to Tenant advising of such failure.

b. If Tenant shall fail to observe or perform any other covenants and/or agreements for which it is responsible hereunder, and such failure continues for ten (10) days from the date upon which Landlord provides written notice to Tenant advising of such failure (provided that if Tenant commences to cure the default within the initial ten [10] day period and diligently prosecutes the same to completion, Tenant shall be afforded such additional time as is reasonably necessary to effect such cure if such failure cannot reasonably be cured within the initial ten [10] day period), provided, however, in no event shall such cure period extend for more than thirty (30) days.

c. If any petition is filed by or against Tenant (a) in any bankruptcy or other insolvency proceeding, or (b) seeking any relief under any state or federal debtor relief law, or (c) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, and any such action is not dismissed within thirty (30) days of said filing or appointment

ii. Upon the occurrence of any such Default, Landlord shall have the option to pursue either one (I) or both of the following remedies in addition to all other rights and remedies available to Landlord at law or in equity, all of such rights and remedies being cumulative:

a. Terminate this Lease by giving written notice thereof to Tenant, in which event Tenant shall immediately surrender the Leased Premises to Landlord; and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have, enter upon and take possession of the Leased Premises and expel or remove Tenant and the Permitted Animals and any other person who may be occupying the Leased Premises without being liable for any claim of damages.

If Landlord terminates this Lease under this provision, then Tenant shall pay to Landlord (a) an amount equal to all rent accrued through the date of termination, and (b) all amounts due under Section 13.A.iii below.

b. Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Leased Premises in connection therewith if necessary) without being liable for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in performing Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the rate of twelve percent (12%) per annum.

iii. Upon any event of Default, Tenant shall pay to Landlord, as additional rent, all reasonable costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (a) obtaining possession of the Leased Premises, (b) removing and storing the Permitted Animals and property of Tenant, and (c) performing Tenant's obligations which Tenant failed to perform.

B. Landlord's Default. If Landlord shall fail to perform any of the conditions or covenants hereof on its part to be performed, Tenant shall give written notice of such default to Landlord; and if Landlord shall not within ten (10) days thereafter cure such default (or if the default cannot be cured within ten [10] days, if Landlord shall not within such period commence such cure and thereafter diligently complete the same), then Tenant shall have the right, at its option, to terminate this Lease without penalty or default on the part of Tenant and cease paying rent which accrues from and after termination of this Lease by Tenant.

14. Subletting and Assignment. Tenant may not assign this Lease or sublet the Leased Premises or any part thereof.

15. Notices. Any notice required or desired to be given by the parties hereto shall be in writing and may be personally delivered; mailed, certified mail, return receipt requested; sent by a nationally recognized receipted overnight delivery service, including, by example and not limitation, United Parcel Service, Federal Express, or Airborne Express for earliest delivery the next business day; or sent by electronic mail with a hard copy sent by regular mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by electronic mail, on the day sent if sent on a business day during regular business hours (8:00 a.m. to 5:00 p.m.) of the recipient, otherwise on the next business day, provided in each case, receipt of such electronic mail is acknowledged by the intended recipient thereof; or if sent by overnight delivery service, one (1) business day after deposit in the custody of the delivery service. The addresses, telephone numbers, and electronic mail addresses for the mailing, transmitting, or delivering of notices shall be as follows:

If to Landlord:

North Weld County Water District Attention:
District Manager 32825 Weld CR 39
P.O. Box 56
Lucerne, CO 80646
Telephone: (970) 356-3020
E-mail: ericr@nwcwd.org

If to Tenant:

Paul F. Hill Antonia M. Hill
45900 Gold Stone Creek Court Nunn, CO 80648
Telephone: (303) 250-6638
E-mail: nellcott04@hotmail.com

16. Attorneys' Fees. Tenant shall pay and indemnify Landlord against all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Leased Premises after default of Tenant or termination of this Lease, incurred in enforcing any covenant of Tenant herein contained or any right granted to Landlord, and incurred in collecting any grazing rent, monies, or other damages owed by Tenant to Landlord under this Lease.

17. Miscellaneous.

A. This Lease shall be construed according to its fair meaning and as if prepared by both parties hereto and shall be deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions promises, understandings, statements, or representations, express or implied, concerning this Lease unless set forth in writing and signed by both of the parties hereto.

B. Subject to the provisions hereof, the benefits of this Lease and the burdens hereunder shall inure to and be binding upon the parties hereto and their respective heirs,

administrators, successors, and permitted assigns.

C. The parties hereto agree that this Lease shall be governed by and its terms construed under the laws of the State of Colorado. The parties further agree that any judicial proceedings commenced by either of them to enforce any of the obligations, covenants, and agreements contained herein, shall be commenced in the Weld County District or County Courts.

D. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being agreed that none of the provisions set forth herein nor any acts of the parties herein shall be deemed to create a relationship between the parties hereto other than the relationship of Landlord and Tenant.

E. Failure of Landlord to exercise any right or rights accruing to it by virtue of Tenant's breach of any covenant, condition, or agreement herein shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by Tenant, nor shall Tenant be relieved thereby from its obligations under the terms of this Lease.

F. The remedies of Landlord under this Lease shall be cumulative, no one of them shall be construed as exclusive of any other or of any other remedy provided by law.

G. Landlord reserves the right to grant to any third party such easements and rights-of-way as it desires over, across, and under portions of the Leased Premises so long as such easements and rights-of-way do not unreasonably interfere with Tenant's continuing use of the Leased Premises as provided in this Lease.

H. Tenant, upon the expiration or termination of this Lease, either by lapse of Term or otherwise, agrees to peacefully surrender to Landlord the Leased Premises.

(Remainder of Page Intentionally Left Blank)

IN WITNESS HEREOF, the parties hereto have caused this Lease to be executed and effective as of the day and year first above written.

LANDLORD:

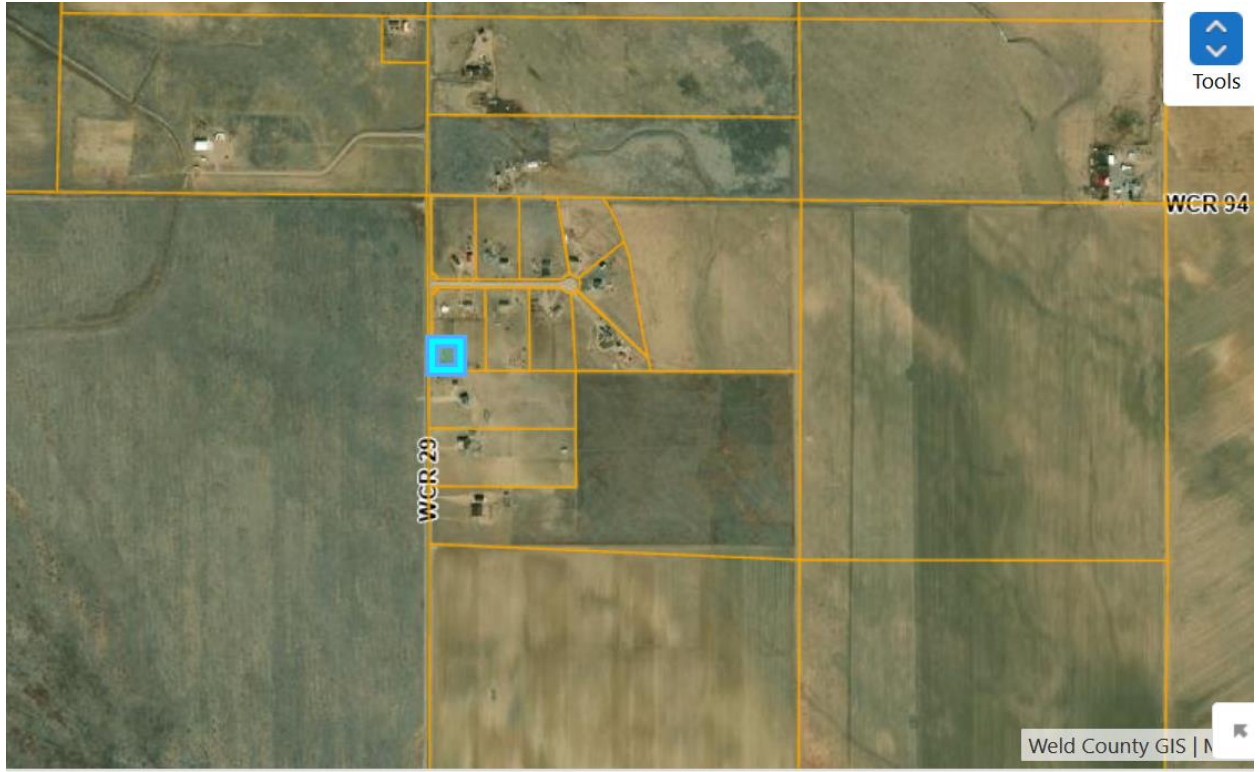
NORTH WELD COUNTY WATER DISTRICT,
a special district and a political subdivision of the
State of Colorado

TENANT:

PAUL F. HILL

ANTONIA M. HILL

EXHIBIT A



SECTION 00 63 63

CHANGE ORDER

Project: WCR 74/33 Intersection

Date of Issuance: ___/___/20__

Owner: North Weld County Water District

Change Order No.: 02

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:

Provide Time & Materials assistance to the Owner to facilitate construction of the Contract Work, as described below.

Description:

The Owner requested assistance from the Contractor to replace two system valves: one a mile east of the Project (WCR 35) and one a mile west of the Project (WCR 31). Neither of the two valves were found to be functional, and replacement of both valves was necessary to isolate the Owner's system on each side of the Work area.

Purpose of Change Order:


Adjust the contract price; per the supporting documents, attached.

Attachments (List Documents Supporting Change):

- 1) Supporting Change Order No. 1 documentation from American West, 35 pp total.

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>1</u> to No. <u>1</u> \$0.00	<i>Net Change from Previous Change Order:</i> Substantial Completion: Twenty-One (21) Days Ready for Final Payment: One (1) Days
<i>Contract Price Prior to this Change Order:</i> \$895,636.00	<i>Contract Time Prior to this Change Order:</i> Substantial Completion: 12/23/2022 Ready for Final Payment: 12/31/2022
<i>Net Increase of this Change Order:</i> \$43,506.00	<i>Net Increase of this Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<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> \$43,506.00	<i>Net Change of this Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Contract Price with all Approved Change Orders:</i> \$939,142.00	<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 PAGES)



Change Order: 02

Project Name: **WCR74-33 Intersection - WCR31 & 35 Valve Repairs**

Contract/NTP Date: **September 12, 2022**

AWC Project #: **2022**

Change Order Date: **November 15, 2022**

Reason For Change Order:

During the county valve shut-down needed to make a 3" watermain connection, it was found that one of the existing 3" gate valves started leaking. Cost below is for the T&M time to excavate, remove and replace a 3" gate valve and then backfill near the intersection of WCR74 & 31. Additionally, a second valve started leaking at WCR74 & 35. The cost to repair these two locations is shown below.

Work Description:

Removal and replacement of 2 ea. existing gate valves at WCR74 & 31 and WCR74 & 35. Excavation, shoring, bedding, 3" valve removal and replacement, backfill, compaction and restoration. Additional traffic control was also required for this work.

CHANGE ORDER DETAIL

Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
Weld County Road 74 & 31 Valve Repairs:					
1A	10/18-10/19/22: Crew Labor Costs	LS	1.0	\$ 6,500.00	\$ 6,500.00
1B	10/18-10/19/22: Crew Equipment Costs	LS	1.0	\$ 3,940.00	\$ 3,940.00
1C	10/18-10/19/22: Subcontractor Costs	LS	1.0	\$ 8,654.00	\$ 8,654.00
1D	10/18-10/19/22: Material/Supplies Costs	LS	1.0	\$ 3,850.00	\$ 3,850.00
				SUBTOTAL:	\$22,944.00
Weld County Road 74 & 35 Valve Repairs:					
2A	10/31-11/1/22: Crew Labor Costs	LS	1.0	\$ 5,570.00	\$ 5,570.00
2B	10/31-11/1/22: Crew Equipment Costs	LS	1.0	\$ 3,835.00	\$ 3,835.00
2C	10/31-11/1/22: Subcontractor Costs	LS	1.0	\$ 7,884.00	\$ 7,884.00
2D	10/31-11/1/22: Material/Supplies Costs	LS	1.0	\$ 3,273.00	\$ 3,273.00
				SUBTOTAL:	\$20,562.00
				TOTAL:	\$43,506.00

Original Contract Price	\$	895,636.00
Sum of Previous APPROVED Change Orders	\$	-
Sum of Previous PENDING Change Orders	\$	-
Current Change Order Amount	\$	43,506.00
Contract Price with All Change Orders	\$	939,142.00

Original Contract Final Completion Date	December 30, 2022	
Previous Change Order Modifications	December 31, 2022	1 Days
Current Change Order Day Request		0 Days
Current Contract Final Completion Date	December 31, 2022	

NOT VALID UNTIL SIGNED BY OWNER & CONTRACTOR

Above work will be performed as governed by and incorporating all the terms and conditions of the original Contract between Owner and Contractor unless otherwise noted on this Change Order.

Owner		Contractor	
Name:	North Weld County Water District	Name:	American West Construction, LLC.
Address:	32825 WCR39	Address:	275 E 64th Ave.
Address:	Lucerne, CO 80646	Address:	Denver, CO 80221
Phone:	(970) 356-3020	Phone:	303-455-0838
Fax:		Fax:	303-455-8148
Rep Name:	Darin Pytlík (Providence Infrastructure Consultants)	Rep Name:	Jon Miklya (Project Manager)
Sign / Date:		Sign / Date:	11/10/2022



T&M Worksheet

Project Name: **WCR74-33 Intersection Project @ WCR74 & 31**

Work Date: **10/18-10/19/22**

AWC Project #: **2222**

Site: **WCR74 & 31 (3" Valve)**

Labor

Employee	Hours	Rate	Total	Comments
I. Weinstein	1	\$ 145.00	\$ 145.00	Superintendent
I. Chavez	14	\$ 125.00	\$ 1,750.00	Foreman
D. Lopez	14	\$ 85.00	\$ 1,190.00	Operator
S. Salazar-Miranda	14	\$ 85.00	\$ 1,190.00	Operator
A. Delatorre	14	\$ 75.00	\$ 1,050.00	Laborer
J. Sager	10	\$ 75.00	\$ 750.00	Laborer
I. Centeno	5	\$ 85.00	\$ 425.00	Operator
Labor			\$ 6,500.00	
% Markup			0.0%	
Labor Subtotal			\$ 6,500.00	

Equipment

Equipment	Hours	Rate	Total	Comments
Ford F250 Truck	14	\$ 35.00	\$ 490.00	
John Deere 644K Loader	10	\$ 160.00	\$ 1,600.00	
John Deere 85G Excavator	10	\$ 185.00	\$ 1,850.00	
Equipment			\$ 3,940.00	
% Markup			0.0%	
Equipment Subtotal			\$ 3,940.00	

Subcontractors

Subcontractor	Invoice #	Date	Total	Comments
AAA Barricade (Traffic Control)	17509	10/19/2022	\$ 5,000.00	Flaggers (4 ea.): signage and TCS supervisor
AI Ventures (VAC Truck/Potholing)	1110-144A	10/18/2022	\$ 1,625.00	5 hours of potholing
Iostes Trucking (Haul)	16592	10/19/2022	\$ 900.00	Haul excess soils/debris
Subcontractors			\$ 7,525.00	
% Markup			15.0%	
Subcontractor Subtotal			\$ 8,654.00	

Material / Other

Vendor	Invoice #	Date	Total	Comments
Core & Main (Valve Repair Materials)	R760422	10/19/2022	\$ 1,257.66	3" valve repair materials
Republic Services/BFI Landfill - Dump Fees	5126-076414	10/18/2022	\$ 116.63	Haul debris
Raptor Materials (Flowfill)	81496	10/19/2022	\$ 1,824.00	14 CY of flowfill
Sunbelt Rentals (Shoring)	131934677-0001	10/19/2022	\$ 301.40	Aluminum build-a-box
Materials & Other			\$ 3,499.69	
% Markup			10.0%	
Materials & Other Subtotal			\$ 3,850.00	

Labor Subtotal	\$ 6,500.00	Subcontractor Subtotal	\$ 8,654.00
Equipment Subtotal	\$ 3,940.00	Materials & Other Subtotal	\$ 3,850.00
Grand Total		\$ 22,944.00	



T&M Worksheet

Project Name: **WCR74-33 Intersection Project @ WCR74 & 35**

Work Date: **10/31/22-11/1/22**

AWC Project #: **2222**

Site: **WCR74 & 35 (3" Valve)**

Labor

Employee	Hours	Rate	Total	Comments
I. Weinstein	1	\$ 145.00	\$ 145.00	Superintendent
I. Chavez	11	\$ 125.00	\$ 1,375.00	Foreman
D. Lopez	10	\$ 85.00	\$ 850.00	Operator
S. Salazar-Miranda	10	\$ 85.00	\$ 850.00	Operator
A. Delatorre	10	\$ 75.00	\$ 750.00	Laborer
O. Villalobos	10	\$ 75.00	\$ 750.00	Laborer
I. Centeno	10	\$ 85.00	\$ 850.00	Operator
			Labor \$ 5,570.00	
			% Markup 0.0%	
			Labor Subtotal \$ 5,570.00	

Equipment

Equipment	Hours	Rate	Total	Comments
Ford F250 Truck	11	\$ 35.00	\$ 385.00	Foreman's Pick Up
John Deere 644K Loader	10	\$ 160.00	\$ 1,600.00	Loader
Rental Excavator	10	\$ 185.00	\$ 1,850.00	Excavator
			Equipment \$ 3,835.00	
			% Markup 0.0%	
			Equipment Subtotal \$ 3,835.00	

Subcontractors

Subcontractor	Invoice #	Date	Total	Comments
AAA Barricade (Traffic Control)	17508	10/31/2022	\$ 3,355.00	VMS boards, MHT, mob. & signage
Lostes Trucking (Haul)	16620	10/31/2022	\$ 900.00	Haul excess soils/asphalt/concrete
CO Pavement Solutions (Asphalt Patching)	2133	11/1/2022	\$ 2,600.00	Asphalt patching (quoted price)
			Subcontractors \$ 6,855.00	
			% Markup 15.0%	
			Subcontractor Subtotal \$ 7,884.00	

Material / Other

Vendor	Invoice #	Date	Total	Comments
Core & Main (Valve Repair Materials)	131136	10/25/2022	\$ 977.81	3" valve repair materials
Republic Services/BFI Landfill (Dump Fees)	5126-076414	10/18/2022	\$ 116.63	Haul debris
Raptor Materials (Flowfill)	81459	10/22/2022	\$ 1,299.00	10 CY of Flashfill
Wagner Rentals (Sawcutting)	C3726701	10/31/2022	\$ 279.72	Saw rental
Sunbelt Rentals (Shoring)	131934677-0001	10/31/2022	\$ 301.40	Aluminum build-a-box
			Materials & Other \$ 2,974.56	
			% Markup 10.0%	
			Materials & Other Subtotal \$ 3,273.00	

Labor Subtotal \$	5,570.00	Subcontractor Subtotal \$	7,884.00
Equipment Subtotal \$	3,835.00	Materials & Other Subtotal \$	3,273.00

Grand Total \$ 20,562.00

PR Crew Time Sheet Entry List

All JC Companies All Crew Codes All Crew Sheets
 Jobs: 2222- - 2222- Posting Dates: 10/18/22 - 10/19/22

Crew: CHAVEZ JOSE CHAVEZ CREW	Posting Date: 10/18/22	Sheet: 1	Status: Send Complete
JCCo: 1	Job: 2222- Weld CR 74-33 Intersection Waterline	Shift: 1	

Phase	Progress Units	UM	Cost Type	Phase	Progress Units	UM	Cost Type
1. 0205.14.00.001 T&M VALVE REPAIRS @ WCR31 & 35 **	4.000	HR	2	5. 0266.25.04. 4" GATE VALVE [2 EA]	1.00	EA	2
2. 0266.50.08. 8" C900 PVC WM [2,631' LF]	70.00	LF	2	6. 0266.50.08. 8" C900 PVC WM [2,631' LF]		LF	2
3. 0266.20.08. 8" DIP FITTINGS [35 EA]	2.00	EA	2	7.			
4. 0266.25.08. 8" GATE VALVE [9 EA]	2.00	EA	2	8.			

Employee Hours		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Totals
Employee	Craft / Class	Reg	Reg	Reg	Reg	Reg	Reg	Reg
5 Delatorre, Agustin	1 / LabCommon	4.00	2.00	1.00	1.00	0.50	1.50	10.00
395 Salazar Miranda, Salvador	1 / TRHOp	4.00	2.00	1.00	1.00	0.50	1.50	10.00
407 Lopez, Daniel	1 / FENDLOD	4.00	2.00	1.00	1.00	0.50	1.50	10.00
414 Chavez, Jose	1 / FOREMAN	4.00	2.00	1.00	1.00	0.50	1.50	10.00
Grand Total:								40.00

Equipment Usage		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
EMCo	Equipment	Employee Usage	Usage	Usage	Usage	Usage	Usage	Usage	
1	1149 2019 Ford F250	414	4.00	2.00	1.00	1.00	0.50	1.50	10.00
1	3012 2014 John Deere	407	2.00	1.00	1.00	0.50	1.50	6.00	
1	4028 Hitachi Zaxis 3	414	2.00	1.00	1.00	0.50	1.50	6.00	
1	4029 Komatsu PC238US	395	2.00	1.00	1.00	0.50	1.50	6.00	

TODAY WE MEET A.J TO POTHOLE UTILITIES AT CR74 AND CR31 FOR TOMORROWS WORK (Valve replacement on WCR74/31)
 THEN WE INSTALLED 70' OF 8" WATER MAIN ON LINE A
 ALSO INSTALLED 2 8" GATE VALVES ONE 8X8 TEE AND ONE 8X4 REDUCER ALSO A 4" GATE VALVE AT STA#107+06
 WE ALSO INSTALLED 60' ON LINE C

Crew: CHAVEZ JOSE CHAVEZ CREW	Posting Date: 10/19/22	Sheet: 1	Status: Send Complete
JCCo: 1	Job: 2222- Weld CR 74-33 Intersection Waterline	Shift: 1	

Phase	Progress Units	UM	Cost Type	Phase	Progress Units	UM	Cost Type
1. 0205.14.00.001 T&M VALVE REPAIRS @ WCR31 & 35 **	10.000	HR	2	5.			
2. 0266.50.08. 8" C900 PVC WM [2,631' LF]		LF	2	6.			
3.				7.			
4.				8.			

PR Crew Time Sheet Entry List

All JC Companies All Crew Codes All Crew Sheets
 Jobs: 2222- - 2222- Posting Dates: 10/18/22 - 10/19/22

Crew: CHAVEZ JOSE CHAVEZ CREW Posting Date: 10/19/22 Sheet: 1 Status: Send Complete
 JCCo: 1 Job: 2222- Weld CR 74-33 Intersection Waterline Shift: 1 - Continued

Phase	Progress Units	UM	Cost Type	Phase	Progress Units	UM	Cost Type
1.	0205.14.00.001 T&M VALVE REPAIRS @ WCR31 & 35 **	10.000	HR	2	5.		
2.	0266.50.08. 8" C900 PVC WM [2,631' LF]		LF	2	6.		
3.					7.		
4.					8.		

Employee Hours

Employee	Craft / Class	Phase		Reg	Total
		Phase 1	Phase 2		
5 Delatorre, Agustin	1 / LabCommon			10.00	10.00
395 Salazar Miranda, Salvador	1 / TRHOpe			10.00	10.00
407 Lopez, Daniel	1 / FENDLOD			10.00	10.00
414 Chavez, Jose	1 / FOREMAN			10.00	10.00
839 Sager, Justin M	1 / LabCommon			10.00	10.00
852 Centeno, Jorge	1 / TRHOpe		5.00		10.00
Grand Total:					60.00

Equipment Usage

EMCo	Equipment	Employee	Phase		Total Usage
			Phase 1	Phase 2	
1	1149 2019 Ford F250	414	10.00		10.00
1	3012 2014 John Deere	407	10.00		10.00
1	4028 Hitachi Zaxis 3	414			
1	4029 Komatsu PC238US	852		5.00	5.00
1	4030 John Deere 85G	395	10.00		10.00

TODAY WE WORK ON REPLACING THE 3" GATE VALVE AT CR31 AND CR74
 WELD COUNTY WATER HAVE SOME ISSUES SHUTTING OFF THE WATER MAIN FOR US TO DO THE WORK
 WAIT 4 HRS BEFORE WE CAN START CUTTING 3" MAIN
 JORGE BACKFILL WATER MAIN ON LINE C
 GROUND SHOW UP TO TAKE SOME COMPACTION TEST AND ALL PASS
 WE ARE ALSO USING A TANDEM FOR THE VALVE REPAIR

PR Crew Time Sheet Entry List

All JC Companies All Crew Codes All Crew Sheets
 Jobs: 2222- - 2222- Posting Dates: 10/31/22 - 10/31/22

Crew: CHAVEZ JOSE CHAVEZ CREW Posting Date: 10/31/22 Sheet: 1 Status: Awaiting Approval
 JCCo: 1 Job: 2222- Weld CR 74-33 Intersection Waterline Shift: 1

Phase	Progress Units	UM	Cost Type	Phase	Progress Units	UM	Cost Type
1.	0205.14.00.001 T&M VALVE REPAIRS @ WCR31 & 35 **	10.000	HR	2	5.		
2.	0205.53.10. TRUCKING/HAUL [109 LOADS]	10.00	HR	2	6.		
3.					7.		
4.					8.		

Employee Hours

Employee	Craft / Class	Phase 1		Phase 2		Totals	
		Reg	Reg	Reg	Reg	Reg	Reg
5 Delatorre, Agustin	1 / LabCommon	10.00				10.00	
395 Salazar Miranda, Salvador	1 / LabCommon	10.00				10.00	
407 Lopez, Daniel	1 / FENDLOD	10.00				10.00	
414 Chavez, Jose	1 / FOREMAN	11.00				11.00	
852 Centeno, Jorge	1 / TRHOp	10.00				10.00	
854 Villalobos, Oscar	1 / LabCommon	10.00				10.00	
Grand Total:						61.00	

Equipment Usage

EMCo	Equipment	Employee	Phase 1		Phase 2		Total Usage
			Usage	Usage	Usage	Usage	
1	1149 2019 Ford F250	414	11.00				11.00
1	3012 2014 John Deere	407	10.00				10.00
1	4028 Hitachi Zaxis 3	852					
1	4029 Komatsu PC238US	395					
1	4090 Rental Excavato	852	10.00				10.00

TODAY WE WORK ON WCR-74 AND WCR-35
 REMOVE AND REPLACE 3" GATE VALVE
 WHEN WE WERE LOOKING FOR AN EXISTING SERVICE LINE NEXT TO THE VALVE FOUND A UNMARK PHONE LINE WHEN USIC SHOW UP TOLD US THE LINE IS IN SERVICE
 DIG AROUND IT
 PLACE 10 CY OF FLOWFILL
 POUR CONCRETE COLLAR AROUND VALVE BOX(PER EATON'S INSPECTOR)

INVOICE

REMIT: AAA BARRICADE COMPANY, INC.
2600 W 62ND AVE
DENVER, CO 80221
(303) 289-6880

AP@AAA-BARRICADE.COM

AMERICAN WEST CONSTRUCTION, LLC.
275 E. 64TH AVE
DENVER, CO 80221

INVOICE DATE	10/31/2022
INVOICE NUMBER	17509
P.O. NUMBER	JON
DATE DELIVERED	10/10/2022
ORDERED BY	JOSEPH

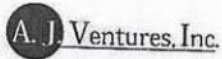
JOB ADDRESS:
WCR 74 & 31

UNITS	ITEM	DESCRIPTION	UNIT RATE	UNITS P.U.	DATE P.U.	DAYS	AMOUNT
		ONE LANE ROAD W/ FLAGGERS 10/18 & 10/19 (2 DAYS)					
2	TCS850	TRAFFIC CONTROL SUPERVISOR	850.00		10/19/2022	2	1,700.00
2	FP350	4-FLAGGERS \$350 EA/PER DAY	1,400.00		10/19/2022	2	2,800.00
1	MOB500	ADVANCED WARNING SIGNS, CONES, MHT & MOBILIZATION	500.00		10/19/2022	1	500.00

SUBTOTAL	\$5,000.00
RENTAL TAX 4.75% (4.75%)	\$0.00
BALANCE DUE	\$5,000.00

NET 30 DAY

TRAFFIC CONTROL SAFETY IS OUR BUSINESS!



9975 WADSWORTH PKWY STE K2-435
WESTMINSTER, CO 80021
(303) 697-4437



Invoice

Date: 10/24/2022
Invoice #: 1110-144A

Bill To
American West Construction, LLC
275 E. 64th Avenue
Denver, CO 80221

For
Vacuum Excavation Services
Utility Potholing
Job # 2222
RD 74 & RD 31
AP@amwestcon.com

Quantity	Item	Description	Rate	Amount
5	001	Per Hole Rate Martin 10/17/2022	325.00	1,625.00
5	001	Per Hole Rate Martin 10/18/2022	325.00	1,625.00

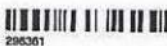
Total	\$3,250.00
--------------	-------------------

Remit payment to A.J. Ventures, Inc.
Federal Tax ID. #84-1307947

If you have any questions regarding this invoice please contact Nancy Fanning at
(303) 697-4437.

© 2005 A.J. Ventures, Inc. # 100 1-800-433-6673

29036



290361

UTILITY POTHOLING SHEET

CUSTOMER AMERICAN WEST

OPERATOR Martin / Antonio

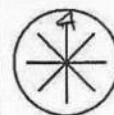
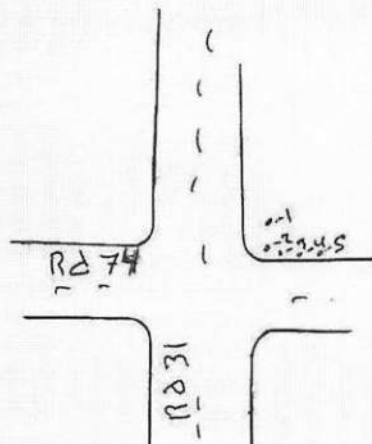
CUSTOMER JOB OR P.O. # 2222

TRUCK # 57

A.J.V. JOB 1110-144

DATE 10-18-2002

LOCATION Rd 74 Rd 31



INDICATES NORTH

SKETCH COPY LEFT ON SITE

SKETCH LOCATION

Utility	Depth to Top	Size	Type	Reference Mark #1	Reference Mark #2	Surface Type	Frost
1 GAS	81"	2"Ø	plastic	6 FT	Corner	Dir	
2 FRO	37"	4"Ø	PLASTER	2 FT	1, 11	1, 11	
3 Ho	66"	4"Ø	STEEL	2 FT	1, 11	1, 11	
4 STEAM	20"	20"Ø	CONCRETE	2 FT	1, 11	1, 11	
5 C.V	20"	1"Ø	PL	2 FT	1, 11	1, 11	

REMARKS _____

CONTRACTORS SIGNATURE _____ DATE _____

LOCATES ARE ONLY ACCURATE AT POINT OF POT HOLE

Jostes Trucking

7322 Vardon Way
 Fort Collins, CO 80528
 Cell #: (303) 349-6459
 Fax #: (970) 207-9085

Bill To
 American West



Invoice

Date 10/23/2022
 Invoice # 16592

P.O. #

Date	Description	Loads	Hrs/Tons	Rate	Amount
10/19/22	Job # 2222, C.R. 74 & C.R. 33 Ticket # 931140 ✓ Eric Grimm		10	90.00	900.00

Thank You! Gayle ☺

Jostes Trucking
 Cell #: (303) 349-6459 Fax #: (970) 207-9085

Total \$900.00
 Payments/Credits \$0.00
 Balance Due \$900.00



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

RECEIVED
OCT 18 2022
BY: 2222 JM
34

Invoice # R760422
Invoice Date 10/17/22
Account # 131136
Sales Rep CHASITY MCGUIRE
Phone # 303-394-0004
Branch #518 Henderson, CO
Total Amount Due ~~\$1,314.83~~

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

1257.66

AMERICAN WEST CONSTRUCTION LLC 000/0000
275 E 64TH AVE 0000
DENVER CO 80221 2805

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 2222 WCR 74/33

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/12/22	10/14/22	2222	WCR 74/33	2222		CPU	R760422

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
5103AVKMJGVLAOL	3 AVK #65 DI MJ GV O/L L/ACC 65-080-0X	1	1		464.18000	EA	464.18
21I03S112E	3 MJ L/P SLV C153 EPXY IMP BID SEQ# 1670	2	2		112.75000	EA	225.50
21AMF8034003	3 PVC 4003 STARGRIP RESTR (I) GLAND ONLY BID SEQ# 1680	6	6		22.23000	EA	133.38
21AMF703MLA	3 MEGALUG ACC KIT L/GLAND BID SEQ# 1690	6	6		24.69000	EA	148.14
21AMG503	3 MJXIPS PVC TRANS GASKET BID SEQ# 1700	6	6		9.55000	EA	57.30
518664SC	664-S SCREW V-BOX KIT COMPLETE CASTINGS (IMPORT) BID SEQ# 1720	1	1		175.00000	EA	175.00

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: JOE

Subtotal: 1,203.50
Other: .00
Tax: 4.5% 54.16 111.33
Invoice Total: ~~\$1,314.83~~

1257.66

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

00000

Page: 1



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R760422
Invoice Date 10/17/22
Account # 131136
Sales Rep CHASITY MCGUIRE
Phone # 303-394-0004
Branch #518 Henderson, CO
Total Amount Due \$1,314.83

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AMERICAN WEST CONSTRUCTION LLC 000/0000
275 E 64TH AVE 0000
DENVER CO 80221 2805

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 2222 WCR 74/33

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/12/22	10/14/22	2222	WCR 74/33	2222		CPU	R760422

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

Detailed tax information provided for your convenience.

COLORADO STATE	2.900%	\$34.90
ADAMS COUNTY, CO	750%	\$9.03
COMMERCE CITY, CO	4.500%	\$54.16
COLORADO STATE - RTD	1.100%	\$13.24

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: JOE

Subtotal: 1,203.50
Other: .00
Tax: 111.33
Invoice Total: \$1,314.83

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

00000

Page: 2

S
O
L
D
B
Y
D
E
N
V
E
R
C
O
B
r
a
n
c
h
-
5
1
8
9
4
5
1
Y
o
s
e
m
i
t
e
S
t
H
e
n
d
e
r
s
o
n
C
O
8
0
6
4
0
P
H
O
N
E

3
0
3
3
9
4
0
0
0
4

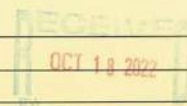


PROMISED: 10/12/22
FILLED BY:

CHECKED BY:

REVIEWED BY:

ENTERED BY: CHASITY MCGUIRE - 518



REPRINT 10/13/2022 04:39 PM PAGE 1
131136

PICK TICKET R760422

S
O
L
D
B
Y
A
M
E
R
I
C
A
N
W
E
S
T
C
O
N
S
T
R
U
C
T
I
O
N
L
L
C
2
7
5
E
6
4
T
H
A
V
E
D
E
N
V
E
R
C
O
8
0
2
2
1
2
8
0
5
C
u
s
P
h

3
0
3
4
5
5
0
8
3
8

S
H
I
P
T
O
C
U
S
T
O
M
E
R
P
I
C
K
U
P
A
M
E
R
I
C
A
N
W
E
S
T
C
O
N
S
T
R
U
C
T
I
O
N
L
L
C
B
r
a
n
c
h
-
5
1
8
9
4
5
1
Y
o
s
e
m
i
t
e
S
t
H
e
n
d
e
r
s
o
n
C
O
8
0
6
4
0

SPECIAL INSTRUCTIONS/COMMENTS:
BID # 2506210 C/O # R511684
BID NM: WCR 74/33 INTERSECTION PROJECT
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
518	10/12/22		2222	WCR 74/33	2222		X				CPU	484

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
	Ordered by:	JOE						
625 003 000	5103AVKMJGVLAOL	3 AVK #65 DI MJ GV O/L L/ACC 65-080-0X	1	1			EA	
505 003 000	21103S112E	3 MJ L/P SLV C153 EPXY IMP WEIGHT: 17.0000 BID SEQ# 01670	2	2			EA	
505 RST 003	21AMF8034003	3 PVC 4003 STARGRIP RESTR (I) GLAND ONLY WEIGHT: 10.0000 BID SEQ# 01680	6	6			EA	
100 080 000	21AMF703MLA	3 MEGALUG ACC KIT L/GLAND WEIGHT: 2.0000 BID SEQ# 01690	6	6			EA	
025 010 020	21AMG503	3 MJXIPS PVC TRANS GASKET WEIGHT: .4000 BID SEQ# 01700	6	6			EA	
	518664SC	664-S SCREW V-BOX KIT COMPLETE CASTINGS (IMPORT)	1	1			EA	
600 000 000	59VBLWC	5-1/4 V-BOX LID "WATER" CASTINGS (IMPORT)	1	1		COMPONENT	EA	
600 000 000	59VBT26C	26T VLV BOX SCREW TOP 6850/60 CASTINGS (IMPORT)	1	1		COMPONENT	EA	
CONTINUED								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



RECEIVED BY SIGNATURE: _____
PRINT NAME HERE: _____

BFI TOWER LANDFILL - 5126
 PO BOX 677839
 DALLAS, TX 75267-7839
 (303) 371-5115

NOV 07 2022
 BY: 2222 JM
 34



AMERICAN WEST CONSTRUCTION
 275 E. 64TH AVE
 DENVER, CO 80221

INVOICE

Invoice Date 10/31/2022
Invoice No 5126-000076414
Customer No 4-5126-0960149

Page No Page 1 of 1
Due Date UPON RECEIPT

Current Charges	Total Amount Due
\$ 233.25	\$ 233.25

Please pay total amount due

Billing Questions? Call (303) 371-5115

Thank you for your business! Please be sure to remit payments to our lockbox address shown on the bottom of the invoice.

Date	Code	Description	Reference	Rate	Quantity	Amount
10/18	CA	C&D	Y8-1985190	22.00	10.00 YD	\$220.00
10/18	CA	Reference: TK1226 PO 2250				
10/18	CA	Contract: C&D				
10/31	Z8	ADMINISTRATION FEE	SC720933	5.25	1.00	\$5.25
10/31	TO	YD-CD/MSW at \$0.80/YD on 10.00		0.00		\$8.00

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$ 233.25	\$ 0.00	\$ 0.00	\$ 0.00	\$ 233.25

please return this portion below with your payment. Do not attach check stub.



BFI TOWER LANDFILL - 5126
 PO BOX 677839
 DALLAS, TX 75267-7839
 (303) 371-5115

Please write your account number on your check and make payable to:

Please BFI TOWER LANDFILL - 5126
Return PO BOX 677839
Payment to: DALLAS, TX 75267-7839

Invoice Date 10/31/2022
Invoice No 5126-000076414
Customer No 4-5126-0960149

Current Charges \$233.25
Total Amount Due \$233.25

Amount Paid: _____

AMERICAN WEST CONSTRUCTION
 275 E. 64TH AVE
 DENVER, CO 80221



8120 Gage Street
 Frederick, CO 80516
 Bus: (303) 666-6657

INVOICE



INVOICE NUMBER: **0081496**
 INVOICE DATE: 10/22/2022
 DUE DATE: **11/21/2022**
 SHIP DATE: 10/19/2022

Sold To: **AME09**

American West Construction LLC
275 East 64th Avenue
Denver, CO 80221

Ship To:

CR 74 & CR 33 INTERSECTION PRO
 WCR 74 & WCR 31
 EATON,

Customer P.O. CR 74 & CR 33 INTERSECTION PRO			Tax Schedule 03-020610	Terms Due 30 Days from Invoice Date		
Ticket #	Quantity	Item	Description	U/M	Unit Price	Amount
102763	7.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	903.00
102763	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102764	7.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	903.00
102764	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00

1.5% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS

DISPUTED INVOICES MUST BE BROUGHT TO OUR ATTENTION NO LATER THAN 30 DAYS FROM INVOICE DATE. NO CREDITS WILL BE ISSUED IF WE HAVE NOT BEEN NOTIFIED WITHIN THAT TIME PERIOD.

Taxable Amount	0.00
Non-Taxable Amount	1,824.00
Sales Tax	✓ 0.00
TOTAL AMOUNT DUE	1,824.00



DELIVERY TICKET
Greeley Plant #1 North

ORDER NUMBER
81496

Plant Address:
3800 "O" Street
Greeley, CO 80632

Main Office:
8120 Gage Street
Frederick, CO 80516

Dispatch: 303-833-5477

Phone: 303-666-6657

TICKET NUMBER	CUSTOMER ID	ORDERED BY	P.O. NUMBER / JOB NUMBER	TIME	DATE	DRIVER	
102763	AME09	JOSEPH	NEED	3:07 PM	10/19/2022	604	
SOLD TO		JOB DESCRIPTION	DELIVERY ADDRESS		TRUCK #		
AMERICAN WEST		WCR 74 & WCR 31	WCR 74 & WCR 31		EATON	234	
SPECIAL INSTRUCTIONS					DUE AT JOB	SLUMP	
						3.00 in	
QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	MIX CODE	MIX DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
7.00	14.00	7.00	889-0200	WELD COUNTY LEAN CON	yd		
1.00	1.00	1.00	FUEL	FUEL SURCHARGE	LD		
SLUMP	WATER ADDED ON JOB		FREE UNLOADING TIME	TIME ALLOWED	SUBTOTAL		
	# GALLONS / YARDS		6 MIN PER YARD	(Mins)	TAX		
TESTED BY	CYLINDERS	COMMENTS					TOTAL
LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	TRUCK TIME	TRUCK CHARGE \$
							FINAL TOTAL

CAUTION

Freshly mixed, unhardened Portland cement concrete may cause eye or skin injury. PRECAUTIONS FOR SAFE HANDLING AND USE are explained on MATERIAL SAFETY DATA SHEET. (See reverse side)

CAUTION - SHRINKAGE: Hot weather concrete practices must be followed to include curing during summer months or plastic shrinkage cracks could result.

UNLOADING

Customer is required to provide safe access to job site. Any damage incurred to our equipment, including wrecker service will be the responsibility of the customer. Drivers are not permitted to add water to the mix to exceed the maximum slump nor be beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage.

TERMS

Terms: Net 30 days from date of invoice. Past due balance will bear an interest rate of 1.5% per month.

Subject to above conditions: Rec'd by: _____

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date		
234	604	user	102763	163023	15:07	10/19/22		
Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID		
7.00	889-0200				D	118112		
Material	Design Qty	Required	Batched	Var	% Var	% Moisture	Actual Wat	
M-6SAND	2067 lb	14911 lb	14800 lb	-	-111	-0.75%	2.97% A	53 gl
#8	1000 lb	7000 lb	7080 lb	>	80	1.14%		
TYPE-II	377 lb	2839 lb	2625 lb		-14	-0.53%		
WATER	32.8 gl	141.6 gl	141.0 gl		-6	-0.39%	141.0 gl	
AIR 360	1 oz	7 oz	4 oz		-3	-42.86%		
SIKA 475	5 /C	132 oz	132 oz			0.04%		

Actual Load 25690 lb Design W/C: 0.726
Slump: 3.00 in
Actual W/C Ratio: 0.616

To Add: 36.0 gl
Note: Manual feed occurred



DELIVERY TICKET
Greeley Plant #1 North

ORDER NUMBER
81496

Plant Address:
3800 "O" Street
Greeley, CO 80632

Main Office:
8120 Gage Street
Frederick, CO 80516

Dispatch: 303-833-5477

Phone: 303-666-6657

TICKET NUMBER 102764	CUSTOMER ID AME09	ORDERED BY JOSEPH	P.O. NUMBER / JOB NUMBER NEED	TIME 3:13 PM	DATE 10/19/2022	DRIVER 333
SOLD TO AMERICAN WEST		JOB DESCRIPTION WCR 74 & WCR 31	DELIVERY ADDRESS WCR 74 & WCR 31		EATON	
SPECIAL INSTRUCTIONS						DUE AT JOB SLUMP 3.00 in
QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	MIX CODE	MIX DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
7.00 1.00	14.00 1.00	14.00 2.00	889-0200 FUEL	WELD COUNTY LEAN CON FUEL SURCHARGE	yd LD	
SLUMP	WATER ADDED ON JOB # GALLONS / YARDS		FREE UNLOADING TIME 6 MIN PER YARD	TIME ALLOWED (Mins)	SUBTOTAL TAX TOTAL	
TESTED BY	CYLINDERS	COMMENTS				
LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	TRUCK TIME
						TRUCK CHARGE \$
						FINAL TOTAL

CAUTION

Freshly mixed, unhardened Portland cement concrete may cause eye or skin injury. PRECAUTIONS FOR SAFE HANDLING AND USE are explained on MATERIAL SAFETY DATA SHEET. (See reverse side)

CAUTION - SHRINKAGE: Hot weather concrete practices must be followed to include curing during summer months or plastic shrinkage cracks could result.

UNLOADING

Customer is required to provide safe access to job site. Any damage incurred to our equipment, including wrecker service will be the responsibility of the customer. Drivers are not permitted to add water to the mix to exceed the maximum slump nor be beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage.

TERMS

Terms: Net 30 days from date of invoice. Past due balance will bear an interest rate of 1.5% per month.

Subject to above conditions: Rec'd by: _____

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!

Truck	Driver	User	Disp	Ticket Num	Ticket ID	Time	Date
2 37	333	user		102764	163024	15:13	10/19/22
Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID	
7.00 CY	889-0200				D	118113	
Material	Design Qty	Required	Batched	Var	% Var	% Moisture	Actual Wat
M-6SAND	2067 lb	14844 lb	14800 lb	-	-44	-0.29%	2.52% A
#8	1000 lb	7000 lb	7540 lb	>	540	7.71%	
TYPE-I	377 lb	2639 lb	2630 lb	-	9	-0.34%	
WATER	32.8 gl	163.7 gl	163.0 gl	-	7	-0.42%	163.0 gl
AIR 380	1 oz	7 oz	4 oz	-	3	-42.86%	
SIKA 475	5 /C	132 oz	132 oz			0.04%	
Actual	Num Batches: 2						
Load	26339 lb	Design W/C: 0.726					To Add: 21.8 gl
Slump:	3.00 in						
Actual W/C Ratio:	0.659						



INVOICE
 SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NUMBER	131934677-0001
ACCOUNT NUMBER	1136119
INVOICE DATE	11/04/22

Page: 1

INVOICE TO
 AMERICAN WEST CONSTRUCTION LLC
 275 E 64TH AVE
 DENVER, CO 80221



RECEIVED BY WEINSTEIN, JOSEPH	CONTRACT NUMBER 131934677
----------------------------------	------------------------------

PURCHASE ORDER NUMBER
2222

JOB NUMBER
N WELD COUNTY WATER

BRANCH
1137 DENVER CO SHORING SOLUTIONS
1190 ROCK CREEK CT
LAFAYETTE, CO 80026 9518
303-219-7733

JOB ADDRESS
 16120 74, EATON
 AMERICAN WEST CONSTRUCTION LLC
 16120 74
 WCR 74 & WCR 33
 EATON, CO 80615 9206
 C#: 303-455-0838 J#: 720-356-4564

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
8.00	BAB-8 - BUILD-A-BOX PANEL - 2X8FT #BAB 2-SIDED 8HX8LX36-60W WITH LEGS	18.29	18.29	45.32	135.95	1087.56
4.00	BAB-C2-8 - 96" BAB CORNER POST-2 WAY	23.85	23.85	60.42	181.26	725.04
4.00	BAB-TS-3660 - TUBE STRUT 36"-60"	6.36	6.36	15.90	47.70	190.80
1.00	BAB-LE - BAB LIFTING EYES (SET/4)	4.77	4.77	12.72	38.16	38.16
4.00	BAB-24-LEG - BAB LEG - 12"/24"	3.98	3.98	9.54	28.62	114.48
	DELIVERY CHARGE					300.00

A discount of \$555.96 has been applied.
 BILLED FOR FOUR WEEKS 10/18/22 THRU 11/14/22.

SUBTOTAL	2456.04
TAX	62.53
INVOICE TOTAL	2518.57

4 WEEK BILL

NET 30

MEG MARTIN margaret.martin@sunbeltrentals.com

POPMULTI-1 (Rev 01/21/22)

INVOICE

REMIT: AAA BARRICADE COMPANY, INC.
2600 W 62ND AVE
DENVER, CO 80221
(303) 289-6880

AP@AAA-BARRICADE.COM

AMERICAN WEST CONSTRUCTION, LLC.
275 E. 64TH AVE
DENVER, CO 80221

INVOICE DATE	10/31/2022
INVOICE NUMBER	17508
P.O. NUMBER	JON
DATE DELIVERED	10/10/2022
ORDERED BY	JOSEPH

JOB ADDRESS:
WCR 74 & 35

UNITS	ITEM	DESCRIPTION	UNIT RATE	UNITS P.U.	DATE P.U.	DAYS	AMOUNT
6	VMS	VARIABLE MESSAGE BOARDS	150.00		11/2/2022	6	900.00
1	MOB800	10/28-11/2 (6 DAYS) 2-VARIABLE MESSAGE SIGN (\$75EA/DAY) MOBILIZATION (INCLUDES MHT DESIGN)	800.00		11/2/2022	1	800.00
3	RC250	ROAD CLOSURE: 10/31-11/2 (3 DAYS) ADVANCED WARNING SIGNS, TYPE III'S, BARRELS, NO TURN SIGNS & DETOUR	285.00		11/2/2022	3	855.00
1	MOB800	1-MOBILIZATION (INCLUDES MHT DESIGN)	800.00		11/2/2022	1	800.00

SUBTOTAL	\$3,355.00
RENTAL TAX 4.75% (4.75%)	\$0.00
BALANCE DUE	\$3,355.00

NET 30 DAY

TRAFFIC CONTROL SAFETY IS OUR BUSINESS!

Jostes Trucking

7322 Vardon Way
 Fort Collins, CO 80528
 Cell #: (303) 349-6459
 Fax #: (970) 207-9085

Bill To
 American West

RECEIVED
 NOV 08 2022
 BY: 2222 JM
 34

Invoice

Date 11/7/2022
 Invoice # 16620

P.O. #

Date	Description	Loads	Hrs/Tons	Rate	Amount
10/31/22	Job # 2222, CR 74 & CR 33 Ticket # 931146: Eric Grimm		10	90.00	900.00

Thank-You! Gayle 😊

Jostes Trucking
 Cell #: (303) 349-6459 Fax #: (970) 207-9085

Total	\$900.00
Payments/Credits	\$0.00
Balance Due	\$900.00

931146 INVOICE NO

931146

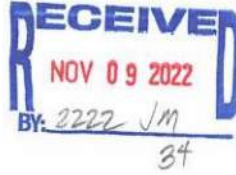
ERIC GEMMA

Invoice

SOLD TO		SHIPPED TO	
ADDRESS <i>Jose</i>		ADDRESS <i>AMERICAN WEST</i>	
CITY, STATE, ZIP		CITY, STATE, ZIP	
<i>3002 ERIC</i>		<i>✓ ✓</i>	
<i>CR 35 CR 74 WC-</i>		<i>10/31/22</i>	
		<i>6.30</i>	
<i>2 CONCRETE TO MACTIN</i>		<i>4.30</i>	
<i>11 REPAIRS ON SITE</i>		<i>10</i>	
<i>Jose Chmz</i>			

10.0

Colorado Pavement Solutions
11327 Cottontail Lane
Parker, CO 80138 US
+1 7207720585
info@copavementsolutions.com
https://copavementsolutions.com



INVOICE

BILL TO
American West
275 E 64th Ave
Denver, Colorado 80221

INVOICE # 2133
DATE 11/09/2022
DUE DATE 11/09/2022
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/01/2022	Asphalt Patching	Install Asphalt Patch	1	2,600.00	2,600.00
Lucerene CO Asphalt Patch at round about				BALANCE DUE	\$2,600.00



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

RECEIVED
OCT 26 2022
BY: 2222 JM 34

Invoice # R795634
Invoice Date 10/26/22
Account # 131136
Sales Rep CHASITY MCGUIRE
Phone # 303-394-0004
Branch #518 Henderson, CO
Total Amount Due \$1,006.17

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

977.81

AMERICAN WEST CONSTRUCTION LLC 000/0000
275 E 64TH AVE 00000
DENVER CO 80221 2805

Shipped To:
WCR 74/33 INTERSECTION
JOE WEINSTEIN
LUCERNE, CO

CUSTOMER JOB- 2222 WCR 74/33

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/18/22	10/25/22	2222	WCR 74/33	2222		CORE & MAIN LP	R795634

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
5103AVKMJGVLAOL	3 AVK #65 DI MJ GV O/L L/ACC 65-080-0X	1	1		464.18000	EA	464.18
21I03S112E	3 MJ L/P SLV C153 EPXY IMP	1	1		112.75000	EA	112.75
21AMF8032003PV	3 MEGALUG F/PVC IPS 2003PV	4	4		22.23000	EA	88.92
21AMF703MLA	3 MEGALUG ACC KIT L/GLAND	4	4		24.69000	EA	98.76
21AMG503	3 MJXIPS PVC TRANS GASKET	4	4		9.55000	EA	38.20
518664SC	664-S SCREW V-BOX KIT COMPLETE CASTINGS (IMPORT)	1	1		175.00000	EA	175.00

Freight Delivery Handling Restock Misc

Terms: NET 30

Subtotal: 977.81
Other: .00
Tax: ~~28.36~~
Invoice Total: \$1,006.17

977.81

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

00000

Page: 1



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # R795634
Invoice Date 10/26/22
Account # 131136
Sales Rep CHASITY MCGUIRE
Phone # 303-394-0004
Branch #518 Henderson, CO
Total Amount Due \$1,006.17

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AMERICAN WEST CONSTRUCTION LLC 000/0000
275 E 64TH AVE 00000
DENVER CO 80221 2805

Shipped To:
WCR 74/33 INTERSECTION
JOE WEINSTEIN
LUCERNE, CO

CUSTOMER JOB- 2222 WCR 74/33

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/18/22	10/25/22	2222	WCR 74/33	2222		CORE & MAIN LP	R795634

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

Detailed tax information provided for your convenience.

COLORADO STATE	2.900%	\$28.36
----------------	--------	---------

Freight Delivery Handling Restock Misc

Terms: NET 30

Subtotal: 977.81
Other: .00
Tax: 28.36
Invoice Total: \$1,006.17

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

00000

SOLD BY
 DENVER CO
 Branch - 518
 9451 Yosemite St
 Handerson CO 80640
 PHONE # 303 394 0004



PROMISED: 10/18/22
 FILLED BY: *[Signature]*
 CHECKED BY: _____
 REVIEWED BY: _____
 ENTERED BY: CHASITY MCGUIRE - 518

131136 10/25/2022 10:12 AM PAGE 1 PICK TICKET R795634

SOLD TO: AMERICAN WEST CONSTRUCTION LLC
 275 E 64TH AVE
 DENVER CO 80221 2805
 Cus Ph# 303 455 0838
 CONTACT: JOSEPH 720 376 4564
 SPECIAL INSTRUCTIONS/COMMENTS:
 BID # 2506210 C/O # R511684
 BID NM: WCR 74/33 INTERSECTION PROJECT
 WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICKUP	DIRECT	SHIPPED			
518	10/18/22		2222	WCR 74/33	2222	X					CORE & MAIN LP	484

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
625 003 000	5103AVKMJGVLAOL	3 AVK #65 DI MJ GV O/L L/ACC 65-080-0X	1	1			EA	
505 003 000	21103S112E	3 MJ L/P SLV C153 EPXY IMP WEIGHT: 17.0000 lb	1	1			EA	
500 RST 003	21AMF8032003PV	3 MEGALUG F/PVC IPS 2003PV WEIGHT: 7.0000 lb	4	4			EA	
100 080 000	21AMF703MLA	3 MEGALUG ACC KIT L/GLAND WEIGHT: 2.0000 lb	4	4			EA	
025 010 020	21AMG503	3 MJXIPS PVC TRANS GASKET WEIGHT: .4000 lb	4	4			EA	
	518664SC	664-S SCREW V-BOX KIT COMPLETE CASTINGS (IMPORT)	1	1			EA	
600 000 000	59VBLWC	5-1/4 V-BOX LID "WATER" CASTINGS (IMPORT)	1	1		COMPONENT	EA	
600 000 000	59VBT26C	26T VLV BOX SCREW TOP 6850/60 CASTINGS (IMPORT)	1	1		COMPONENT	EA	
600 000 000	59VBB36SBC	36" VLV BOX SCREW BOTTOM 6850 CASTINGS (IMPORT) WEIGHT: 113.0000 lb	1	1		COMPONENT	EA	
CONTINUED								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

RECEIVED
 OCT 26 2022
 BY: _____

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



RECEIVED BY SIGNATURE: _____
 PRINT NAME HERE: _____

SOLD BY
 DENVER CO
 Branch - 518
 9451 Yosemite St
 Henderson CO 80640
 PHONE # 303 394 0004



PROMISED: 10/18/22
 FILLED BY: _____

CHECKED BY: _____

REVIEWED BY: _____

ENTERED BY: CHASITY MCGUIRE - 518

131136 10/25/2022 10:12 AM PAGE 2

PICK TICKET R795634

SOLD TO
 AMERICAN WEST CONSTRUCTION LLC
 275 E 64TH AVE
 DENVER CO 80221 2805
 Cus Ph# 303 455 0838

SOLD TO
 AMERICAN WEST CONSTRUCTION LLC
 WCR 74/33 INTERSECTION
 JOE WEINSTEIN
 LUCERNE CO 80631
 Contact: JOSEPH 720 376 4564

SPECIAL INSTRUCTIONS/COMMENTS:
 BID # 2506210 C/O # R511684
 BID NM: WCR 74/33 INTERSECTION PROJECT

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
518	10/18/22		2222	WCR 74/33	2222	X					CORE & MAIN LP	484

SHIP LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
		TOTAL WEIGHT: 167.60						
								END OF ORDER
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



RECEIVED BY SIGNATURE: _____

PRINT NAME HERE: _____

BFI TOWER LANDFILL - 5126
 PO BOX 677839
 DALLAS, TX 75267-7839
 (303) 371-5115

NOV 07 2022
 BY: 2222 JM
 34



INVOICE

Invoice Date 10/31/2022
Invoice No 5126-000076414
Customer No 4-5126-0960149

Page No Page 1 of 1
Due Date UPON RECEIPT

AMERICAN WEST CONSTRUCTION
 275 E. 64TH AVE
 DENVER, CO 80221

Current Charges	Total Amount Due
\$ 233.25	\$ 233.25

Please pay total amount due

Billing Questions? Call (303) 371-5115

Thank you for your business! Please be sure to remit payments to our lockbox address shown on the bottom of the invoice.

Date	Code	Description	Reference	Rate	Quantity	Amount
10/18	CA	C&D	Y8-1985190	22.00	10.00 YD	\$220.00
10/18	CA	Reference: TK1226 PO 2250				
10/18	CA	Contract: C&D				
10/31	Z8	ADMINISTRATION FEE	SC720933	5.25	1.00	\$5.25
10/31	TO	YD-CD/MSW at \$0.80/YD on 10.00		0.00		\$8.00

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$ 233.25	\$ 0.00	\$ 0.00	\$ 0.00	\$ 233.25

please return this portion below with your payment. Do not attach check stub.



BFI TOWER LANDFILL - 5126
 PO BOX 677839
 DALLAS, TX 75267-7839
 (303) 371-5115

Please write your account number on your check and make payable to:

Please BFI TOWER LANDFILL - 5126
Return PO BOX 677839
Payment to: DALLAS, TX 75267-7839

Invoice Date 10/31/2022
Invoice No 5126-000076414
Customer No 4-5126-0960149

Current Charges \$233.25
Total Amount Due \$233.25

Amount Paid: _____

AMERICAN WEST CONSTRUCTION
 275 E. 64TH AVE
 DENVER, CO 80221



8120 Gage Street
 Frederick, CO 80516
 Bus: (303) 666-6657

INVOICE



INVOICE NUMBER: **0081459**
 INVOICE DATE: 10/22/2022
 DUE DATE: **11/21/2022**
 SHIP DATE: 10/17/2022

Sold To: **AME09**

American West Construction LLC
275 East 64th Avenue
Denver, CO 80221

Ship To:

CR 74 & CR 33 INTERSECTION PRO
 WCR 74 & WCR 33
 EATON,

Customer P.O. CR 74 & CR 33 INTERSECTION PRO		Tax Schedule 03-020610		Terms Due 30 Days from Invoice Date		
Ticket #	Quantity	Item	Description	U/M	Unit Price	Amount
102710	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102710	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102711	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102711	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102712	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102712	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102713	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102713	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102714	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102714	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102715	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102715	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00

1.5% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS

DISPUTED INVOICES MUST BE BROUGHT TO OUR ATTENTION NO LATER THAN 30 DAYS FROM INVOICE DATE. NO CREDITS WILL BE ISSUED IF WE HAVE NOT BEEN NOTIFIED WITHIN THAT TIME PERIOD.

Taxable Amount	0.00
Non-Taxable Amount	7,794.00
Sales Tax	0.00
TOTAL AMOUNT DUE	7,794.00



DELIVERY TICKET
Greeley Plant #1 North

ORDER NUMBER
81459

Plant Address:
3800 "O" Street
Greeley, CO 80632

Main Office:
8120 Gage Street
Frederick, CO 80516

Dispatch: 303-833-5477

Phone: 303-666-6657

TICKET NUMBER 102710	CUSTOMER ID AME09	ORDERED BY JOSEPH	P.O. NUMBER / JOB NUMBER NEED	TIME 2:28 PM	DATE 10/17/2022	DRIVER 7952
SOLD TO AMERICAN WEST		JOB DESCRIPTION WCR 74 & WCR 33	DELIVERY ADDRESS WCR 74 & WCR 33		EATON	
SPECIAL INSTRUCTIONS						DUE AT JOB
						TRUCK # 229
						SLUMP 4.00 in
QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	MIX CODE	MIX DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
10.00	60.00	10.00	889-0200	WELD COUNTY LEAN CON	yd	
1.00	1.00	1.00	FUEL	FUEL SURCHARGE	LD	
SLUMP			WATER ADDED ON JOB # GALLONS / YARDS	FREE UNLOADING TIME 6 MIN PER YARD	TIME ALLOWED (Mins)	SUBTOTAL
TESTED BY			CYLINDERS	COMMENTS		TAX
						TOTAL
LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	TRUCK TIME
						TRUCK CHARGE \$
						FINAL TOTAL

CAUTION

Freshly mixed, unhardened Portland cement concrete may cause eye or skin injury. PRECAUTIONS FOR SAFE HANDLING AND USE are explained on MATERIAL SAFETY DATA SHEET. (See reverse side)

CAUTION - SHRINKAGE: Hot weather concrete practices must be followed to include curing during summer months or plastic shrinkage cracks could result.

UNLOADING

Customer is required to provide safe access to job site. Any damage incurred to our equipment, including wrecker service will be the responsibility of the customer. Drivers are not permitted to add water to the mix to exceed the maximum slump nor be beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage.

TERMS

Terms: Net 30 days from date of invoice. Past due balance will bear an interest rate of 1.5% per month.

Subject to above conditions: Rec'd by: _____

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!

Truck 229	Driver 7952	User user	Disp Ticket Num 102710	Ticket ID 162970	Time 14:28	Date 10/17/22
Load Size 10.00 CY	Mix Code 889-0200	Returned	Qty	Mix Age D	Seq D	Load ID 118059
Material	Design Qty	Required	Batched	Var	% Var	% Moisture
M-6SAND	2067 lb	21710 lb	21700 lb	-10	-0.05%	4.79% A
#8	1000 lb	10000 lb	10300 lb	> 300	3.00%	
TYPE-I	377 lb	3770 lb	3750 lb	-20	-0.53%	
WATER	32.8 gal	203.3 gal	204.0 gal	.7	0.35%	204.0 gal
AIR 360	1 oz	10 oz	9 oz	-1	-10.00%	
SIKA 475	5 /C	189 oz	189 oz	1	0.27%	

Actual Load 37465 lb Design W/C: 0.726
Slump: 4.00 in
Actual W/C Ratio: 0.731

To Add: 0.0 gal



7260 E CROSSROADS BLVD
WINDSOR, CO 80550
PHONE: (970)278-1750 FAX: (970)622-1239



AMERICAN WEST CONST LLC
275 E 64TH AVE
PO BOX 12530
DENVER, CO 80221

Rental Invoice
Invoice C3726701

ACCT#: 02677
INVOICE DATE: 10/31/2022
INVOICE AMOUNT: \$279.72

PO #: 2222
ORDERED BY: JOESPH WEINSTEIN
720 376 4564

JOBSITE INFO: GREELEY
GREELEY
WCR 74 AND WCR 33
GREELEY, CO

CONTACT NAME: JOESPH WEINSTEIN
CONTACT PHONE: 720-376-4564
DELIVERED VIA: WILL CALL
JOBSITE COUNTY: WELD CO
DATE OUT: 10/24/2022 MON 08:00 AM
DATE IN: 10/31/2022 MON 10:27 AM

SALES REP: DAVE RAY(W-1-617)
WRITTEN BY: ROBIN RUDIO

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items				
1 ID NO: W70497 SERIAL NO: 020172000001 SAW - FLOOR - 14/20HP - FS524	\$96.00	\$256.00	\$720.00	256.00
Rental Subtotal:				256.00

Miscellaneous Items

1 ENVIRONMENT FEE				3.84
COLORADO STATE TAX				7.54
WINDSOR CITY TAX				10.26
LARIMER COUNTY TAX				2.08

Please Remit Payment To:
Wagner Rents, PO Box 919000
Denver, CO 80291-9000

Invoice Total 279.72

If you're not completely satisfied, please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Terms: Payment is due within 30 days of date of invoice. A monthly finance charge of 1.5% will accrue on all amounts unpaid after 30 days, resulting in an annual finance charge of 18%. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Upon default, Lessee shall immediately deliver the equipment to Lessor and shall be liable for all collection costs incurred by Lessor, including reasonable attorney's fees. Terms and conditions can be viewed at www.wagnerequipment.com/terms.

CUSTOMER SIGNATURE	DATE	PRINTED NAME	DELIVERED BY	DATE
AURORA, CO - ALBUQUERQUE, NM - BLOOMFIELD, NM - CARBONDALE, CO - CARLSBAD, NM - COMM. CITY, CO - DURANGO, CO - EL PASO, TX - FORT COLLINS, CO GRAND JUNCTION, CO - GYPSUM, CO - HOBBS, NM - LAS CRUCES, NM - PUEBLO, CO - SILVERTHORNE, CO - STEAMBOAT SPRINGS, CO - WINDSOR, CO www.wagner-rents.com				



INVOICE
 SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NUMBER	131934677-0001
ACCOUNT NUMBER	1136119
INVOICE DATE	11/04/22

Page: 1

INVOICE TO
 AMERICAN WEST CONSTRUCTION LLC
 275 E 64TH AVE
 DENVER, CO 80221



RECEIVED BY WEINSTEIN, JOSEPH	CONTRACT NUMBER 131934677
----------------------------------	------------------------------

PURCHASE ORDER NUMBER
2222

JOB NUMBER
N WELD COUNTY WATER

JOB ADDRESS
 16120 74, EATON
 AMERICAN WEST CONSTRUCTION LLC
 16120 74
 WCR 74 & WCR 33
 EATON, CO 80615 9206
 C#: 303-455-0838 J#: 720-356-4564

BRANCH
 1137 DENVER CO SHORING SOLUTIONS
 1190 ROCK CREEK CT
 LAFAYETTE, CO 80026 9518
 303-219-7733

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
8.00	BAB-8 - BUILD-A-BOX PANEL - 2X8FT #BAB 2-SIDED 8HX8LX36-60W WITH LEGS	18.29	18.29	45.32	135.95	1087.56
4.00	BAB-C2-8 - 96" BAB CORNER POST-2 WAY	23.85	23.85	60.42	181.26	725.04
4.00	BAB-TS-3660 - TUBE STRUT 36"-60"	6.36	6.36	15.90	47.70	190.80
1.00	BAB-LE - BAB LIFTING EYES (SET/4)	4.77	4.77	12.72	38.16	38.16
4.00	BAB-24-LEG - BAB LEG - 12"/24"	3.98	3.98	9.54	28.62	114.48
	DELIVERY CHARGE					300.00

A discount of \$555.96 has been applied.
 BILLED FOR FOUR WEEKS 10/18/22 THRU 11/14/22.

SUBTOTAL	2456.04
TAX	62.53
INVOICE TOTAL	2518.57

4 WEEK BILL

NET 30

MEG MARTIN margaret.martin@sunbeltrentals.com

POPMULTI-1 (Rev 01/21/22)



PROPOSAL

DATE: 10/13/2022

PROJECT #: 2022

QUOTE TO: North Weld County c/o Providence Consultants PROJECT NAME: WCR74-33 Intersection

ITEM	DESCRIPTION	UNIT	UNIT PRICE
10	RUBBER TIRED BACKHOE	HR	\$ 112.00
20	BACKHOE WITH VIBRATORY PLATE COMPACTOR	HR	\$ 125.00
30	SKID STEER (WHEELED)	HR	\$ 105.00
40	SKID STEER (TRACKED)	HR	\$ 110.00
50	SKID STEER BROOM	HR	\$ 12.00
60	WHEEL LOADER - CAT 938/JD624	HR	\$ 150.00
70	WHEEL LOADER - CAT 950/JD644	HR	\$ 160.00
80	WHEEL LOADER - CAT 966/JD744	HR	\$ 180.00
90	EXCAVATOR - KOMATSU PC 78 or Equiv	HR	\$ 135.00
100	EXCAVATOR - KOMATSU 228 or Equiv	HR	\$ 175.00
105	EXCAVATOR - 300 SERIES with Thumb	HR	\$ 200.00
110	EXCAVATOR - CAT 330/VOLVO 305 or Equiv	HR	\$ 185.00
120	EXCAVATOR - KOMATSU 400/490 or Equiv	HR	\$ 240.00
130	VIBRATORY COMPACTOR	HR	\$ 170.00
150	DOZER - D65	HR	\$ 325.00
160	DOZER - CAT D8R	HR	\$ 405.00
170	MOTOR GRADER - CAT 140H/14G/JD 772	HR	\$ 180.00
190	SCRAPER - CAT 623	HR	\$ 270.00
200	SCRAPER - CAT 627	HR	\$ 360.00
210	AG TRACTOR W/ DISC	HR	\$ 295.00
220	WATER TRUCK - 2,000 GAL	HR	\$ 85.00
230	WATER TRUCK - 4,000 GAL	HR	\$ 95.00
240	WATER TANKER - 6-8,000 GAL	HR	\$ 185.00
250	WATER TOWER - 12,000 GAL	HR	\$ 27.00
260	PICKUP	HR	\$ 28.00
270	2 TON TRUCK	HR	\$ 35.00
280	5 TON TRUCK - DUMP (SINGLE AXLE)	HR	\$ 80.00
290	15 TON TRUCK - DUMP (TANDEM)	HR	\$ 155.00
300	25 TON TRUCK - DUMP (SEMI)	HR	\$ 175.00
310	20-36 KW GENERATOR	HR	\$ 35.00
320	SUBMERSIBLE PUMPS - ELECTRIC	HR	\$ 18.00
330	6" TRASH PUMP	HR	\$ 42.00



PROPOSAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE
340	PROJECT MANAGER	HR	\$ 155.00
345	PROJECT ENGINEER	HR	\$ 135.00
350	SUPERINTENDENT	HR	\$ 145.00
360	FOREMAN	HR	\$ 125.00
370	OPERATOR	HR	\$ 85.00
380	LABORER	HR	\$ 75.00
390	MOBILIZATION (HEAVY EQUIPMENT)	HR	\$ 295.00
400	MOBILIZATION (MEDIUM EQUIPMENT)	HR	\$ 265.00
410	MOBILIZATION (LIGHT EQUIPMENT)	HR	\$ 245.00

- Billings based upon time and material sheet documented by AWC.
- Due to the volatility of the current fuel and material supplier markets, AWC reserves its right to allow for fuel surcharges.
- Pricing does not include overtime, multiply hourly rate by 1.5 for labor hours above 40 hrs/week.
- Add \$ 20/Hr for night work and mountain work on labor & equipment.
- Add \$ 20/Hr for prevailing wage work on labor.
- T&M Material Contract.
- Items not listed (ie. Subcontractors, Vendors, Materials and Rental Equipment) to be billed at cost plus 20% markup.
- Payment due net 30, no retainage held.

Exclusions:

- Bond (add 1.5%), survey, traffic control, testing, permits, winter protection, night work, overtime, Davis Bacon Wages.

END OF SECTION

**AMENDED AND RESTATED WATER EXCHANGE AND OPTION TO LEASE
AGREEMENT**

This Amended and Restated Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2022, by and between the North Weld County Water District, a political subdivision of the State of Colorado, (the “District”), and the Board of Governors of the Colorado State University System acting by and through Colorado State University (“CSU”).

RECITALS

WHEREAS, the District and CSU previously entered into that Water Exchange and Option to Lease Agreement, dated April 16, 2019 (“Original Agreement”);

WHEREAS, the District and CSU desire to modify and amend certain terms and conditions of the Original Agreement and enter into this Agreement, which supersedes the Original Agreement in its entirety;

WHEREAS, the District is the owner of various shares in the North Poudre Irrigation Company which shares are listed on **Exhibit A** hereto;

WHEREAS, as part of its ARDEC research facility, CSU owns and operates an irrigated farm located in Larimer County as generally shown on **Exhibit B** hereto (the “ARDEC Farm”);

WHEREAS, CSU owns 38 shares in the North Poudre Irrigation Company and owns certain Colorado-Big Thompson Project allotment contracts with the Northern Colorado Water Conservancy District (“C-BT Units”);

WHEREAS, North Poudre Irrigation Company shares are entitled to delivery from certain water rights decreed to the North Poudre Irrigation Company (hereinafter the “Ag Water”) and water attributable to certain C-BT Units owned by North Poudre Irrigation Company (hereinafter the “NPIC C-BT Water”);

WHEREAS, as part of its integrated operations, the District can take delivery of water from C-BT Units and treat the same for potable purposes for its customers;

WHEREAS, in order to continue fully irrigating and operating the ARDEC Farm, CSU desires to obtain additional Ag Water from the District;

WHEREAS, in order to meet the demand of its customers for potable water, the District desires to obtain additional water derived from C-BT Units; and

WHEREAS, the District and CSU recognize the C-BT Units and NPIC C-BT Water are available beginning November 1 each calendar year and ending October 31 the following calendar year, commonly known as the “Water Year”.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and CSU hereby agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from November 1, 2019 until October 31, 2024, unless terminated earlier in accordance with Paragraphs 7 or 9 below.
2. Renewal. This Agreement will automatically renew for 2 additional 5-year terms unless terminated in accordance with Paragraph 7 below. The parties agree to meet at least 2 years prior to the expiration of the final 5-year term to negotiate a further extension of this Agreement, which further extension, if any, will be by written amendment to this Agreement.
3. Water Trade. Prior to the end of each Water Year, CSU will transfer to the District the C-BT Units (up to 700 acre feet) no later than October 15 of each Water Year. The District will transfer to CSU a corresponding amount of Ag Water from its North Poudre Irrigation Company Shares listed in Exhibit A in the spring of the subsequent Water Year. The District's obligation to transfer Ag Water to CSU shall be limited to the actual yield of the Ag Water attributable to the North Poudre Irrigation Company Shares transferred in that Water Year.
4. Payment of Share Assessment and Rule 11 Fees. Each party agrees to continue to pay assessments levied by the North Poudre Irrigation Company and the Northern Colorado Water Conservancy District on the shares and C-BT Units they own. Northern Colorado Water Conservancy District has historically charged a fee for the transfer of the CSU C-BT Unit water from CSU to the District (hereinafter the "Rule 11 Fee"). The District shall pay in full the Rule 11 Fee charged by the Northern Colorado Water Conservancy District.
5. Lease of C-BT Unit Water. If CSU needs less than 700-acre feet of additional Ag Water at the ARDEC Farm in any given year, it agrees to give the District the option to lease the amount of C-BT Unit Water in excess of the amount provided by CSU to the District under paragraph 2 up to 700 acre feet at a lease rate to be agreed upon by CSU and the District pursuant to a written lease agreement.
6. Approval of Water Transfers. Each party shall be responsible for obtaining all necessary authorizations and approvals and shall take such steps as are reasonably required to affect the transfer of the water contemplated by this Agreement.
7. Termination. This Agreement may be terminated at any time by either party by providing written notice to the other party. Upon such notice, the obligations of the parties will cease on October 31 of the year following the year in which such notice was given.
8. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld for any reason.

9. Default; Remedies. A default shall be deemed to have occurred if either party breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the non-breaching party specifying the breach. Waiver of failure to give notice of a particular default or defaults shall not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it for a default, including specific performance and damages, the non-breaching party shall also have the right to cancel this Agreement by written notice of cancellation after the event of default as defined herein.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of the Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatsoever are made by any party to this Agreement except as specifically set forth in this Agreement or in an instrument delivered pursuant to this Agreement.
11. Full Authority. The undersigned represent that they have full authority to enter this Agreement on behalf of the respective Parties.
12. Enforcement. This Agreement shall be construed and governed in accordance with the laws of the State of Colorado.
13. Recording. This Agreement shall be recorded by the District in the real property records for Larimer County.
14. Force Majeure. The parties shall have no liability for failure of the water to be delivered to the other party due to causes or events beyond each party's control and without the fault or negligence of the party including, but without limitation, acts of the Northern Colorado Water Conservancy District or North Poudre Irrigation Company beyond the control of the parties, failure of any corresponding facilities used to deliver the water, acts of God, sudden acts of the elements such as floods, earthquakes, severe cold or hot weather or snow, sabotage, vandalism, terrorism, war, fire, explosion and actions of any local, State or Federal authority. In such event, the parties will use their reasonable efforts to overcome the effects of the force majeure, mitigate the effect of any delay occasioned by such event, and ensure resumption of normal performance of this Agreement as soon as reasonably practicable.
15. Paragraph Headings. The headings of the paragraphs of the Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision herein.
16. Payments and Notices. Any payments and notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by the United States certified mail, postage prepaid, or by hand delivery, directed to the following addresses:

CSU: CSU Real Estate Services
2537 Research Blvd, Suite 200
Fort Collins, CO 80526

With copy to:
Colorado State University System
Office of the General Counsel
Campus Delivery 0006
Fort Collins, CO 80523-0006

DISTRICT: North Weld County Water District
33247 Highway 85
Lucerne, CO 80646

Any such notices shall be deemed to be effective on the earlier of the date of its actual receipt or the third day after the same is deposited with the United States Postal Service. Either party, by notice given as provided above, may change the address to which future notices are to be sent.

Executed as of the date first above written.

BOARD OF GOVERNORS OF THE COLORADO
STATE UNIVERSITY SYSTEM acting by and
through COLORADO STATE UNIVERSITY.

By: _____
Brendan Hanlon
Vice President for University Operations

Date: _____

Legal Review:
Office of the General Counsel

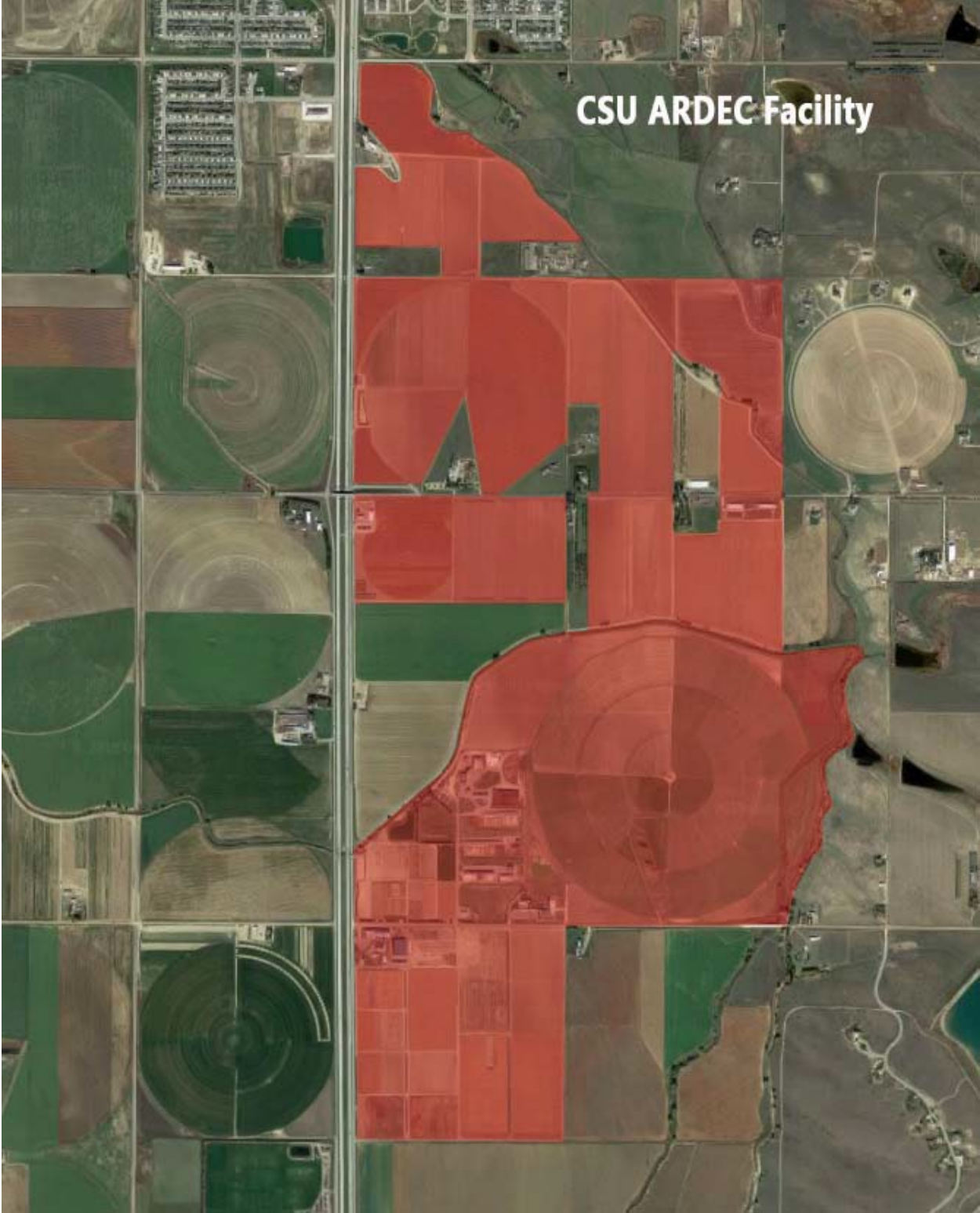
By: _____
Lori Graham-West
Associate General Counsel

Date: _____

Exhibit A
North Weld County Water District
North Poudre Irrigation Company Stock Ownership
Current as of March 5, 2019

<u>Date Acquired</u>	<u>Certificate</u>	<u>Shares</u>	<u>Date Acquired</u>	<u>Certificate</u>	<u>Shares</u>
12/28/2018	12551	1.0	10/11/2000	10392	1.0
04/10/2018	12471	1.0	10/04/2000	10387	1.0
02/27/2018	12459	1.0	09/11/2000	10371	1.0
01/18/2018	12449	4.0	08/10/2000	10354	1.0
01/18/2018	12449	2.0	05/17/2000	10311	4.0
12/21/2017	12445	2.0	03/29/2000	10275	2.0
09/19/2017	12429	4.0	02/08/2000	10219	1.0
04/17/2017	12407	10.0	12/22/1999	10182	4.0
05/26/2017	12404	2.0	09/24/1999	10138	1.0
04/11/2017	12394	2.0	09/16/1999	10134	14.0
03/25/2017	12379	16.0	07/15/1999	10094	2.0
09/30/2016	12330	4.0	01/27/1999	10017	8.0
06/01/2016	12289	3.5	01/13/1999	10009	3.0
03/15/2016	12264	2.0	09/21/1998	9949	6.0
02/10/2016	12247	3.0	07/19/1998	9694	4.0
11/17/2015	12209	5.0	01/09/1998	9611	11.0
10/22/2015	12206	1.0	11/15/1995	9595	1.0
10/22/2015	12206	4.0	01/08/1995	9487	15.0
05/08/2015	12158	2.0	11/01/1994	9459	8.0
06/11/2014	12062	11.0	09/15/1994	9444	9.0
08/30/2013	12002	1.0	07/19/1994	9410	2.0
03/15/2013	11967	1.0	01/24/1992	9077	3.0
02/19/2013	11966	1.0	05/10/1991	8995	10.0
12/27/2012	11945	5.5	08/13/1990	8883	5.0
10/08/2012	11917	2.0	08/07/1990	8881	15.0
04/05/2012	11877	3.0	08/25/1990	8871	15.0
11/23/2009	11741	0.5	01/30/1990	8812	0.5
11/09/2009	11738	8.0	12/14/1989	8793	0.5
04/30/2009	11697	42.0	08/02/1989	8762	1.0
03/02/2009	11684	2.0	02/16/1989	8679	1.0
12/05/2008	11670	8.0	04/14/1988	8564	1.0
08/21/2008	11515	2.0	03/17/1988	8555	3.0
08/07/2008	11513	2.0	12/18/1987	8527	5.0
07/24/2008	11504	1.0	10/27/1986	8384	1.0
07/24/2008	11504	1.0	09/30/1983	8027	10.0
03/20/2008	11466	1.0	03/29/1982	7788	20.0
01/19/2008	11436	3.0	03/04/1982	7773	50.0
03/14/2005	11127	1.0	04/23/1980	7524	35.0
10/03/2003	11059	1.0	02/08/1980	7492	120.0
09/27/2003	11059	2.0	02/08/1980	7489	40.0
08/29/2003	11042	1.0	08/21/1979	7421	26.5
08/15/2003	11032	1.0	06/20/1979	7385	57.0
07/18/2003	11021	10.0	05/31/1979	7369	10.0
01/22/2003	10929	9.0	12/12/1978	7311	10.0
01/22/2003	10927	5.0	08/21/1978	7270	39.0
12/23/2002	10914	5.0	09/07/1976	6968	4.0
10/15/2002	10859	17.0	03/14/1975	6818	2.0
06/04/2002	10801	1.5	04/12/1974	6718	4.0
03/28/2002	10799	5.0			
03/05/2002	10754	1.0			
05/21/2001	10571	4.0			
03/30/2001	10522	5.0			
01/23/2001	10474	3.0			
01/12/2001	10462	10.0			
12/19/2000	10438	1.0			
10/24/2000	10396	1.0			
			Total Ownership		835.5

EXHIBIT B
ARDEC FARM



APPLICATION AND CERTIFICATE OF PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: North Weld County Water District
32825 WCR 39
P.O. Box 56
Lucerne, CO 80646

PROJECT: 6418 - Old Eaton Pipeline Replacement Project - Phase 1
APPLICATION NO: FINAL
PERIOD TO: 12/05/22

Distribution to:	
1	OWNER
1	CONTRACTOR

FROM: Garney Construction
7911 Shaffer Pkwy
Littleton, CO 80127

SEND PAYMENT TO: Garney Construction
1700 Swift Street
North Kansas City, MO 64116
ATTN: Accounts Receivable

CONTRACT DATE: 08/29/21

CONTRACTOR'S APPLICATION FOR RELEASE OF RETAINAGE

CHANGE ORDER SUMMARY			Additions	Deductions
Change Orders approved in previous months by Owner		TOTAL		
Approved this month				
Number	Date Approved			
TOTALS			-	-
Net change by Change Orders			-	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application is made for payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703, is attached.**

1. ORIGINAL CONTRACT SUM	\$ 696,516.00
2. Net change by change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1+or- 2)	\$ 696,516.00
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$ 696,516.00
5. TOTAL RETAINAGE: 5%	\$
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 661,690.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 661,690.20
8. CURRENT PAYMENT DUE	\$ 34,825.80
9. BALANCE TO FINISH (Line 3 less Line 6)	\$ -

CONTRACTOR: Garney Construction

By: Heath R. Brooks

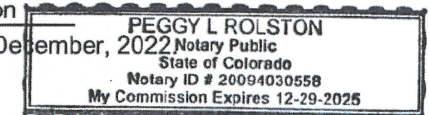
[Signature]

Date: 12/05/22

State of: Colorado County Of: Jefferson

Subscribed and sworn to before me this 5th day of December, 2022

Notary Public: *Peggy L. Rolston*



CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 34,825.80

(Attach explanation if amount certified differs from the amount applied for.)

By: *[Signature]* Date: 12/06/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

The undersigned Garney Construction Contractor has furnished certain labor, work, skills, materials, and / or equipment (hereinafter "Work") to the Old Eaton Pipeline Replacement Project Phase 1 ("Project") located in Weld County, Colorado. Date of last work covered by payment request December 5th, 2022.


Certificate

The undersigned, in order to induce final payment to be made, hereby represents and warrants that it has furnished certain labor, work, skills, materials and / or equipment ("Work") with respect to the Project. Contingent upon the issuance, clearance and final payment of a valuable consideration of \$ 34,825.80 for Work performed or provided, and being familiar with the penalties for false certification, Subcontractor does hereby certify, warrant and represent to Owner, Owner's lenders, Contractor, Subcontractor/Vendor if appropriate, their respective sureties and lenders, and each of their respective employees, officers and agents (hereinafter collectively referred to throughout as "Beneficiaries"), that:

1. The amount requested for labor performed and equipment and material supplied for or in connection with the Project and the real property upon which the Project is located, represents the actual value of Work accomplished under and pursuant to the terms of the undersigned's Contract and all authorized changes thereto (hereinafter the "Contract").
2. No Work, labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders, except as noted here:
3. Payment in full, less retainage if any, has been made by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen, vendors and laborers, and (b) for all labor, Work, skills, materials and / or equipment used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
4. The undersigned has complied with and is currently in compliance with Federal, State and Local tax, wage and hour laws, labor laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, Wage and Hour laws, and Labor laws, insofar as applicable to the performance of the Contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied labor, Work, skills, material and / or equipment for which the Beneficiaries or the property on which the Project is located might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.
6. It is acknowledged that this Subcontractor/Vendor Final Waiver of Lien and Release of Claims is for the benefit of and may be relied on by the above-listed Beneficiaries.

Final Waiver of Lien and Release of Claims

NOW, THEREFORE, effective as of receipt of this final payment referenced in this Application, the undersigned forever irrevocably and unconditionally releases and waives any and all construction/mechanic's lien rights, notices, claims and liens, equitable liens, or other liens or right to claim other liens against the Project and/or the real property on which the Project is located. The undersigned agrees and acknowledges that receipt of this final payment referenced herein constitutes a full and final satisfaction of all amounts due and payable and of all Claims as defined below. The undersigned forever irrevocably and unconditionally releases and waives any and all claims, rights, demands, relief and causes of action of whatever nature, whether sounding in tort, contract or equity and / or whether arising from or in connection with the Contract or otherwise, (hereinafter "Claims") which were or could have been brought against the above-listed Beneficiaries, the Project and / or the property on which the Project is located, and / or the improvements and other property located thereon. In consideration of the final payment or to be made as set forth above, the undersigned shall defend, indemnify and hold the Beneficiaries and their respective successors and assigns harmless from and against any and all Claims, liens, bonds, proceedings or suits, including, without limitation, for all costs, expenses, attorney's fees and consultant fees, in connection with or relating to the Contract, the Project, the property, the Work and / or the representations herein or which relate to or arise out of the enforcement of this Final Waiver of Lien And Waiver of Claims. Garney Companies, Inc. at its option shall have the right to participate in the defense of any claims asserted against it, approve the selection of counsel and approve the terms of any settlements made in its name or on its behalf.

Subcontractor: Garney Construction By: Heath R. Brooks 

Title: Project Manager Date: December 5th, 2022

State of: Colorado

County of: Jefferson

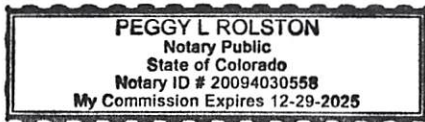
On this 5th day of December, 2022 Before me, the undersigned, personally appeared Heath R. Brooks of Garney Construction

executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Peggy L. Rolston Peggy L. Rolston

Signature of Notary Printed Name of Notary

My Commission Expires: 12/29/2025



Resolution No. 20221212-01

**NORTH WELD COUNTY WATER DISTRICT
RESOLUTION TO AMEND 2022 BUDGET**

WHEREAS, the Board of Directors of North Weld County Water District (the “District”) certifies that at a regular meeting of the Board of Directors of the District held December 12, 2022, a public hearing was held regarding the 2022 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2022 as follows:

Administrative	\$1,816,621
General Fund	\$7,134,738
Capital Project Fund	\$26,615,700
Debt Service Fund	\$3,238,288
Water Enterprise Fund	\$477,288
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2022; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2022 as follows:

Administrative Fund	\$2,011,000
General Fund	\$7,500,000
Capital Project Fund	\$26,615,700
Debt Service Fund	\$3,300,000
Water Enterprise Fund	\$477,288

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the funds named above for the purpose stated, and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 of the Colorado Constitution.

[Remainder of page intentionally left blank.]

ADOPTED this 12th day of December, 2022.

NORTH WELD COUNTY WATER DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF WELD
NORTH WELD COUNTY WATER DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Monday, December 12, 2022, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of December, 2022.

RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2023

The Board of Directors of North Weld County Water District (the “**Board**”), Weld and Larimer Counties, Colorado (the “**District**”), held a regular meeting, via teleconference on December 12, 2022, at the hour of 1:30 p.m.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with §29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank]

NOTICE AS TO PROPOSED 2023 BUDGET

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2023. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Weld and Larimer Counties, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS DECEMBER 12, 2022.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF WELD
NORTH WELD COUNTY WATER DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held via teleconference on December 12, 2022, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of December, 2022.

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

To: Board of Directors North Weld County Water District

From: Eric Reckentine

December 12, 2023

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 2023 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 \$6.00/1000 gallons.
- Plant investment surcharges are projected at \$3.85/1000 gallons.
- 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 \$73,500 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 2023 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 2023 is capital improvement projects is projected at \$12.5 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 three 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, regulatory compliance manual and policies related to back flow and cross connection devices, 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.

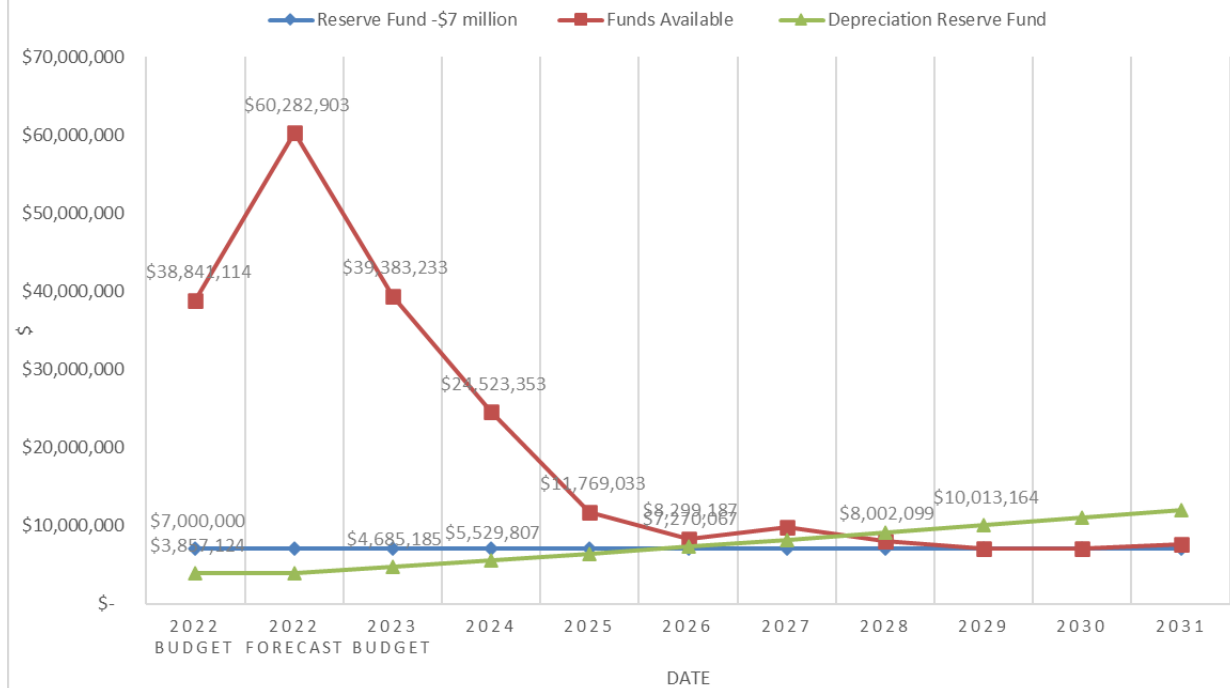
Management recommends the following

1. a 7% rate increase
2. Increasing the plant investment fee to reflect the Honey Creek recommendation of \$20,250 per PI not including distance fee
3. Increasing CIL to \$73,500
4. Conducting an assessment of current PI surcharge fee to reflect the increase in capital improvement costs as described in the Honey Creek memo.

**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	\$ 21,802,000	\$ 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	\$ 800,000	\$ 185,081	\$ 186,175	\$ 187,291	\$ 188,429	\$ 189,590
Total Contributions	\$ 2,157,808	\$ 7,221,000	\$ 4,174,964	\$ 4,492,463	\$ 4,510,313	\$ 4,528,519	\$ 4,547,089
Total Revenues	\$ 56,848,570	\$ 64,438,000	\$ 22,624,387	\$ 24,267,842	\$ 25,708,380	\$ 27,253,069	\$ 28,909,496
Expenditures							
Administrative	\$ 1,816,621	\$ 2,011,000	\$ 2,147,230	\$ 2,300,300	\$ 2,355,912	\$ 2,412,925	\$ 2,471,375
Operational	\$ 7,134,738	\$ 7,500,000	\$ 7,165,217	\$ 7,184,582	\$ 6,991,158	\$ 7,176,356	\$ 7,277,110
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	\$ 12,400,000	\$ 28,239,700	\$ 24,360,500	\$ 23,815,396	\$ 15,820,390	\$ 12,325,484
Total Expenditures	\$ 38,805,347	\$ 25,688,288	\$ 42,679,435	\$ 38,266,208	\$ 37,583,954	\$ 29,826,596	\$ 26,496,219
Earnings	\$ 18,043,223	\$ 38,749,712	\$ (20,055,048)	\$ (13,998,366)	\$ (11,875,574)	\$ (2,573,526)	\$ 2,413,278
Funds Available (carry over prior to depreciation)	\$ 36,669,174	\$ 61,110,964	\$ 40,227,855	\$ 25,384,868	\$ 12,647,778	\$ 9,195,507	\$ 10,712,465
Depreciation	\$ 828,061	\$ 828,061	\$ 844,622	\$ 861,515	\$ 878,745	\$ 896,320	\$ 914,246
Funds Available	\$ 38,841,114	\$ 60,282,903	\$ 39,383,233	\$ 24,523,353	\$ 11,769,033	\$ 8,299,187	\$ 9,798,219
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	\$ 53,282,903	\$ 32,383,233	\$ 17,523,353	\$ 4,769,033	\$ 1,299,187	\$ 2,798,219
Depreciation Reserve Fund	\$ 3,857,124	\$ 3,857,124	\$ 4,685,185	\$ 5,529,807	\$ 6,391,322	\$ 7,270,067	\$ 8,166,387

DISTRICT FUNDS



**Soldier Canyon Water Treatment Authority
FINAL - 2023 Budget Memo**

To: Soldier Canyon Water Treatment Authority Board of Directors

From: Mark Kempton, P.E., CWP - SCWTA Manager

Date: September 8th, 2022

RE: FINAL - 2023 Budget for the Soldier Canyon Water Treatment Authority

The intent of this memo is to present the proposed final Operational and Renewal & Replacement expenditure budgets for the Soldier Canyon Water Treatment Authority (SCWTA) for the fiscal year 2023. In addition to treatment plant expenses, the SCWTA budget includes funding for the Tri-District’s Water Resources personnel. Calculations used for District contributions are based on an estimated maximum annual production of 9.115 billion gallons of treated water, as detailed in Table 1 below. The fiscal year for the SCWTA budget is January 1 through December 31.

Table 1 – Historic and projected water usage

<u>District Usage (MG)</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Projected</u>	<u>Assumed 2022 increase over 2021</u>
East Larimer County	1,422	1,449	1,638	13%
Fort Collins Loveland	3,209	3,167	3,610	14%
North Weld County	3,655	3,683	3,867	5%
Tri-Districts Totals	8,306	8,299	9,115	9.8%

The following documents are included to provide detail for the 2023 Budget.

- A. **2023 Budget** – The budget summarizes the proposed revenues, expenditures, and reserve account fund projections. It also summarizes the funding responsibility for each District.
- B. **Operations & Maintenance (O&M) Summary** – The attached worksheet lists the major categories in the O&M Budget. The operations and maintenance summary is divided into six major categories.
 - a. Personnel Services
 - b. Professional Services
 - c. Utilities
 - d. Contractual Services
 - e. Commodities
 - f. Repair and Maintenance

- C. **O&M Expense Detail Worksheet** – The attached worksheet provides additional detail about planned O&M Expenses for 2023.
- D. **Renewal & Replacement Summary** – This worksheet lists the upcoming Renewal and Replacement (R&R) projects planned for 2023.

General Review of 2022

Treated Water Production

The annual plant production for 2022 is projected to be 9.115 billion gallons. To date, the peak daily plant production in 2022 was 49.76 million gallons, recorded on July 18, 2022.

Water Quality

Treated water produced at Soldier Canyon Filter Plant continues to be rated as very high-quality water. All Environmental Protection Agency, (EPA) and Colorado Department of Public Health and Environment, (CDPHE), Safe Drinking Water regulations were met. In most cases, water quality far exceeded regulatory requirements.

Water Quality / Regulatory / Watershed

SCWTA continues to support monitoring of the Poudre River watershed and minor funding for the Big Thompson Watershed.

Filters 1 through 4

Rehabilitated Filters with new media, wall coatings, drain caps, and air wash piping.

2023 Proposed Budget

Operation & Maintenance Budget

The proposed O&M budget for 2023 is \$6,149,954. This is an increase of \$1,212,287, or 24.5% from the budgeted 2022 O&M budget of \$4,937,667.

Details of expense categories, 2023 costs, and 2023 over 2022 % changes are listed below.

1. **Personnel Services (\$3,280,802) – 13.6% increase**
An assumed wage increase of 5% is included in the 2023 budget. The budget also includes a new Trainee Operator Position. Increases are primarily due to health Insurance and personnel costs. Budget also includes a \$250,000 contingency to hire 2 Plant Operators in 2023 to ensure continuous night coverage for the Plant.
2. **Professional Services (\$116,095) – 9.6% increase**
Increases in legal and engineering services – propose on call contracts for LSI and Ditesco.
3. **Utilities (\$114,469)– 44.2% increase**
Increase due to higher electricity and natural gas costs and increased water production.
4. **Contractual Services (\$510,054) – 25.4% increase**
Large increases in liability insurance, solids removal (did not remove last year), and new PVP Enterprise indirect costs and capital projects.

5. Commodities (\$1,393,562) – 19.8% increase

Increased cost of water treatment chemicals and 10% increase in production.

6. Facilities Repair and Maintenance (\$734,972) – 40.9% increase

Increase due to large backlog of projects, and carryover of some 2022 projects into 2023. 26% increase in construction costs since 2019 cost estimates. Proposed projects for 2023 include:

- PLC Controls improvements
- Surface wash and backwash pump replacements
- Painting Pipes in the plant
- Vehicle Replacement
- Upgrade Filter Consoles
- Replace Filter Valves
- Replace Surface Wash Pipes
- Replace Mud Valves - Floc Basin Drains
- Replace Filter Actuators
- Replace Surface Wash Flow Meter
- Office/Control Room area upgrades
- Sed Basin Wall Repair
- Abandon unused Chemical feeds
- Caulk Decant Pond 2

Renewal and Replacement (R&R) Budget

The proposed R&R budget for 2023 is \$2,004,250. This is a decrease of \$55,750, or 2.7% from the 2022 R&R budget of \$2,060,000. Proposed 2023 R&R projects are listed below:

1. Floc Sed Heaters - \$180,000

Improved HVAC to prevent build up of chlorine dioxide off gas in floc/sed basins.

2. Improvements to Filters 5-8 - \$700,000 - (50% of project cost, balance spent in 2022)

Rehabilitate Filters including new air wash lines, new media, wall coatings, and drain caps.

3. Emergency Generator Replacement - \$220,000 - (30% of project cost, balance spent in 2022)

Replace existing, end of life backup generator.

4. Compressed Air System Upgrades - \$180,000

The plant currently has 6 older air compressors and failing, old brittle plastic air piping. A 2020 compressed air study recommended 2 new air compressors to replace all 6 of the older models. This cost also includes replacing the old air lines.

5. Controls Improvements - \$140,000

There are several obsolete PLCs in the Plant that need to be replaced.

6. Comprehensive Master Plan - \$500,000

10-year Master Plan to assess future Plant expansion needs, electrical systems, future regulatory requirements, and incorporate existing District water demand assessments, existing SCADA Master Plan, and update the 2019 condition assessment.

7. Replace Chlorine Dioxide Tank - \$84,000

Replace older, smaller 195-gallon tank with a new 800-gallon tank.

Table 2 – Summary of 2023 District costs

	<u>East Larimer County</u>	<u>Fort Collins Loveland</u>	<u>North Weld County</u>
Fixed O&M	\$1,100,089	\$1,847,755	\$1,863,391
Variable O&M	\$240,573	\$530,200	\$567,946
Renewal and Replacement	\$458,215	\$769,636	\$776,149
Total	\$1,798,877	\$3,147,591	\$3,207,486

**NORTH WELD COUNTY WATER DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2023)**

WHEREAS, North Weld County Water District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Weld, Colorado (the “**County**”) and is located entirely within the counties of Larimer and Weld, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of the District, has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

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

1. The Board directs the District’s Manager to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with §32-1-306, C.R.S.

2. The Board directs the District’s Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by §32-1-104(2), C.R.S.

3. The Board directs the District’s Manager to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with §29-1-205, C.R.S.

4. The Board directs the District’s Manager to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§11-58-101, et seq., C.R.S.

5. The Board directs the District’s Manager to: (a) obtain proposals for auditors to be presented to the Board; (b) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by §29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with §29-1-604, C.R.S.

6. The Board directs the District’s Manager, if the District has authorized, but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, the District’s audit report or a copy of its application for exemption from audit in accordance with §29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs the District's Manager to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and legal counsel file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§29-1-101, et seq., C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, District Manager and the Board when expenditures are expected to exceed appropriated amounts, and directs District Manager to prepare all budget amendment resolutions and directs District Manager to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§29-1-101, et seq., C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs legal counsel to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with §39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with §32-1-103(15), C.R.S.

12. The Board determines that each director shall not receive compensation for their services as directors subject to the limitations set forth in §§32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with §32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Tad Stout
Treasurer:	Brad Cook
Secretary:	Scott Cockroft
Assistant Secretary:	Matthew Pettinger
Assistant Secretary:	
Recording Secretary:	Legal Counsel

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §32-1-902(3)(b) and §18-8-308, C.R.S. Written disclosures provided by Board

members required to be filed with the governing body in accordance with §18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under §24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints the District's Manager as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with §§24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with §32-1-903(2) and §24-6-402(2)(c), C.R.S. The Board hereby designates <https://nwcwd.org/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, 32825 Weld County Road 39, Lucerne, Colorado as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District's Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to §24-32-116, C.R.S.

18. The Board determines to hold regular meetings on the second Monday of each month at 8:30 a.m. by telephone, electronic, or other means not including physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public may attend the meeting electronically, if applicable.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in §24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in §1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§1-13.5-1101, et seq., C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in §1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, as the Designated Election Official (the “**DEO**”) of the District for any elections

called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with §1-13.5-513, C.R.S.

22. In accordance with §1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to §32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with §32-1-1604, C.R.S.

24. Pursuant to the authority set forth in §24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, [assigned paralegal] of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs the District's Manager to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§32-1-1101.5(1.5) and (2), C.R.S.

26. The Board directs the District's Manager to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to §32-1-204(1), C.R.S., an annual report in accordance with §32-1-207(3)(c), C.R.S.

27. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§24-10-115, et seq., C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner. The Board appoints the District's Manager as its proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of §8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Manager to obtain workers' compensation coverage for the District.

29. The Board hereby directs legal counsel to prepare the disclosure notice required by §32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <https://nwcwd.org/>.

30. The Board hereby directs the District's Manager to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by §32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with §38-35-109.5(2), C.R.S, the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

32. In accordance with §8-13.3-202, *et seq.*, C.R.S., and to the extent not previously approved, the Board directs the District's legal counsel to prepare an appropriate resolution for adoption by the Board declaring the District's intentions relative to participation in the Family and Medical Leave Insurance Act. Further, to the extent the Board adopts a resolution declining to participate, the Board directs the District's Manager to bring the matter of revisiting the decision to decline participation before a future Board by no later than eight years from the date of the vote on such resolution.

33. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with §32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by §24-71.3-118, C.R.S.

34. The Board directs the District's Accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

35. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

36.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED DECEMBER 12, 2022.

(SEAL)

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on December 12, 2022, via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of December, 2022.

Signature

Printed Name

Resolution No. 2022-20221212-04

**RESOLUTION OF BOARD OF DIRECTORS
CALLING ELECTION**

NORTH WELD COUNTY WATER DISTRICT

§§ 32-1-804, 1-1-111(2), 1-13.5-1103(1), and 1-13.5-513(1), C.R.S.

At a meeting of the Board of Directors (the “**Board**”) of the North Weld County Water District (the “**District**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Weld County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 2, 2023, for the purpose of electing directors and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S. OR a coordinated election with the County.

2. The Board names Ashley B. Frisbie as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:

- a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
- b. The Board hereby determines that: in addition to publication, notice of the call for nominations will be by posting on the District's website.
- c. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.

4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.

5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.

6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.

7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS 12TH DAY OF DECEMBER, 2022.

NORTH WELD COUNTY WATER DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Calling Election

RESOLUTION 20221212-06

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

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to C.R.S. §§ 32-1-101 *et seq.*, (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, Article II, Section 15 of the Colorado Constitution authorizes the taking or damaging of private property for public use and the payment of just compensation to the private property owner; and

WHEREAS, the District must construct a new pump station and acquire a permanent easement and temporary construction easements associated with same (the “Project”) for the legitimate public purpose of providing water service to its customers; and

WHEREAS, the District is authorized to acquire property through the exercise of eminent domain to obtain property necessary to complete the Project pursuant to C.R.S. § 38-1- 202, *et seq.*; and

WHEREAS, the District has identified the need to obtain property interests in or to, including, but not limited to, one or more easements on, in, through, over and/or across, and/or fee title and/or right-of-way interests to, certain property more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Subject Property”); and

WHEREAS, to the best knowledge of the District, the record holder of the Subject Property is Serfer Ventures LLC.

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

1. The Board hereby finds and concludes that the Project is a public purpose and that the acquisition of the Subject Property is necessary to fulfill that public purpose.
2. The Board hereby authorizes Spencer Fane LLP to negotiate and commence condemnation proceedings as authorized by the Colorado Constitution and statutes for the purpose of exercising eminent domain over the Subject Property.
3. The legal description of the Subject Property and the property interests necessary to complete the Project are subject to review by the District’s legal and engineering consultants and are subject to change.
4. A title commitment on the Subject Property shall be obtained.
5. An appraisal of the Subject Property shall be obtained.

6. The Board hereby authorizes the District’s consultants and legal counsel to proceed in accordance with this Resolution.

7. The Board expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time.

8. This Resolution shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

9. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, READ, AND ADOPTED this __ day of December, 2022.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District



FOR REVIEW
NOT FOR CONSTRUCTION
DATE : 12/06/2022

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON THIS
SHEET, ADJUST SCALES
ACCORDINGLY

GREELEY INTERCONNECT
AT HARMONY

EMINENT DOMAIN
MAP

PROJECT:
DRAWN BY:
DESIGNED BY:
APPROVED BY:
SHEET: 1 OF 1
DRAWING: