

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, January 9, 2023, 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 January 9, 2023, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from December 12, 2022, Regular Meeting**
 - b. Approve Invoices through January 9, 2023**
 - c. Approve Amended Lucas Lateral Crossing Agreements Eaton Pipeline Phase 2**
 - d. Approve Easement Agreement for Severance South Development**
 - e. Approve Temporary Construction Easement Renewals Eaton Pipeline Phase 2**
 - f. American West Construction LLC WCR 74/33 Intersection Project Change Order No. 03**
 - g. Dillard Conservation Blue Tap Relocation**
 - h. Trihydro Corporation GIS Management Proposal**
 - i. K&M Moore Property Permanent and Temporary Construction Easement**
- 6. Financial Matters:**
 - a. Consider Adoption of 2023 Fee Schedule (enclosure)**
- 7. Action: Consider Appointment of Director to Fill Vacancy in Director District 5**
- 8. Action: Professional Services Selection 42-inch Pipeline, 16-inch Replacement and Tank 1 C Design and Construction Management Project, (enclosure)**
 - a. Tri-hydro Corporation**
 - b. Ditesco Engineering Services**

9. Consider Approval of NEWT III Project Contractor Agreements and Easements
Consider Award of Contract, (enclosure)
 - a. Authorize General Manager to sign Notice of Award, and Notice to Proceed
 - b. Approve Construction Agreement
 - i. Garney Companies Inc, GMP Work Package 1 – Timberline Crossing
 - c. Approve Change Order 1 – Garney Companies Inc.
 - i. Steel Coil Material Purchase and Pipeline Fabrication

10. Action: Consider Approval of Intergovernmental Agreements (enclosures
Privileged and Confidential)
 - a. 2019 IGA Second Amendment for the NWCWD and City of Greeley
Interconnect Easement at the Serfer Land Ventures LLC. Property
 - b. Approve 2013 IGA City of Greeley and NWCWD Amendment

11. 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

12. District Manager's Report:
 - a. Tap Sales

13. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 12th day of December, 2022, at 1:30 P.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

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

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Garrett Mick, North Weld County Water District; Allison Gorsevski, Lyons Gaddis, special counsel; Jamie Cotter, Spencer Fane, special counsel; Stephen Gagliardi, Town of Severance Liaison; members of the public.

ADMINISTRATIVE MATTERS

Call to Order

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

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

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

Interviews for Director Candidates to Fill Vacancy Ward 5 The Board reviewed director candidate questionnaires and conducted interviews of Anne Hennen and Jeff Podtburg to fill the vacancy in Ward 5 on the Board.

Consider Appointment of Director to Fill Vacancy Following interviews for Ms. Hennen and Mr. Podtburg, the Board determined to defer appointment of a director until the January 2023 meeting.

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. Cook, seconded by Mr. Pettinger, the Board approved the following:

- 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

FINANCIAL MATTERS

Conduct Public Hearing on 2022 Budget Amendment and Consider Adoption of Resolution No. 20221212-01: Resolution Amending 2022 Budget Mr. Stout opened the public hearing on the 2022 budget amendment. Mr. White reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. Mr. White reviewed the 2022 budget amendment with the Board and indicated that the amendments are within funds, but not to the overall appropriation. There were no comments from the public during the public hearing. Mr. Stout closed the public hearing.

Upon motion of Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously approved the 2022 budget amendment and adopted Resolution No. 20221212-01.

Conduct Public Hearing on 2023 Budget and Consider Adoption of Resolution No. 20221212-02:
Resolution Adopting 2023 Budget, Imposing Mill Levy and Appropriating Funds

Mr. Stout opened the public hearing on the 2023 budget. Mr. White reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. Mr. Reckentine reviewed the 2023 budget with the Board.

Mr. Johnson addressed the Board regarding dairies, water rates, and surcharges. Mr. England addressed the Board regarding water surcharges. Mr. Mars addressed the Board and concurred with Mr. Johnson's remarks. Mr. Casey DeHaan spoke during the public hearing regarding use of the surcharge revenues. Mr. Stout closed the public hearing.

Upon motion of Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the 2023 budget and adopted Resolution No. 20221212-02.

Discussion re 2023 Rate Increases

In connection with discussion of the 2023 budget, the Board discussed potential rate increases. Mr. White indicated that increases would be considered at the January 2023 meeting.

Consider Adoption of Resolution No. 20221212-03: 2023 Annual Administrative Resolution

Mr. White presented the 2023 Annual Administrative Resolution to the Board and discussed the direction to staff and consultants contained in the Resolution. Following discussion, upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously adopted Resolution No. 20221212-03.

Consider Adoption of Resolution No. 20221212-04: Resolution Calling May 2, 2023, Election

Mr. White presented the Resolution Calling May 2, 2023 Election and discussed the appointment of the designated election official included in the resolution. Following discussion, upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously adopted Resolution No. 20221212-04 and directed the call for nominations to be published and posted on the District's website.

Designate Method of Providing Notice of Call for Nominations

Consider Knox Gravel Pit Loveland Ready Mix Inspection Period

Ms. Gorsevski presented to the Board regarding extension of the Knox Gravel Pit option to 2041, secured by a payment of \$75,000. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the extension and adopted Resolution No. 20221212-05.

Review Bids and Presentation for Weld

The Board heard proposals from Tri-hydro Corporation and Ditesco Engineering Services for the Weld County Transmission

County Transmission Line and Tank 1C Engineering and Professional Services Selection, Consider Award of Contract, Notice of Award, and Notice to Proceed

Line and Tank 1C Engineering and Professional Services Selection. Following the presentations, questions, and discussion by the Board, the Board determined to defer award of the contract until the January 2023 meeting and requested from staff a comparison of the professional services costs

Consider Approval of Condemnation Authority for the NWCWD and City of Greeley Interconnect Easement at the Serfer Land Ventures LLC. Property

Mr. Reckentine discussed with the Board the potential need to condemn an easement related to the Greeley Interconnect project. Ms. Cotter presented a resolution of necessity regarding the use of eminent domain in the event the District is not able to negotiate for the needed easement. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously adopted Resolution No. 20221212-06.

Saddler Ridge Development

Saddler Ridge matters were discussed in executive session.

EXECUTIVE SESSION

Executive Session pursuant to § 24-6-402(4)(b) and (e), C.R.S. related to: Saddler Ridge Development Negotiations, and Knox Pit Inspection Period

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, upon a motion by Mr. Cook, seconded by Mr. Pettinger, the Board unanimously approved a Pump Station Agreement (Saddler Ridge Planned Unit Development) with Saddler Ridge Metropolitan District.

District Manager’s Report:

a. Tap Sales

Mr. Reckentine advised the Board that no water taps were sold the previous month.

b. Christmas Party Eaton Country Club on Dec 16 at 11:30

The Christmas party is scheduled for December 16.

c. Water Resource Engineer Ms. Jan Sitterson

Mr. Reckentine introduced the new Water Resource Engineer, Ms. Jan Sitterson to the Board.

d.

e. New Server Installed

Mr. Reckentine updated the Board that the new server installation is completed.

f. Strata Op Update

Mr. Reckentine updated the Board that Strata Op discussion are coming to an end as the concept is becoming too complicated and does not have the necessary support to move forward.

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 December 12, 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.

Jamie Cotter, Esq.
SPENCER FANE
Special Counsel to the District

FIRST AMENDMENT OF CROSSING AGREEMENT

THIS FIRST AMENDMENT TO CROSSING AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2023, by and between the Lucas Lateral Ditch Company, a Colorado Mutual Ditch Company and Non-Profit Corporation, whose address is 106 Elm Avenue, Eaton, Colorado 80615, (“Grantor”), and North Weld County Water District, whose address is 32825 CR39, Lucerne, Colorado 80646 (“Grantee”). The parties may be collectively referred to as the “Parties.”

RECITALS

- A. Grantor is the owner of that certain irrigation and ditch system known as the Lucas Lateral located in Weld County, Colorado. The Lucas Lateral may consist of one or more ditches and the entirety of the system is collectively referred to herein as the “Ditch”.
- B. Grantor has a prescriptive easement for the Ditch, including areas adjacent to the Ditch, by virtue of historic use but may not have fee ownership of the underlying land.
- C. Grantee and Grantor entered into a Crossing Agreement dated August 8, 2022 (the “Agreement”) which allowed Grantee to cross the Ditch and to construct, maintain, repair, replace, operate, inspect, survey, and remove, if necessary, two (2) water pipelines (the “Crossings”) further described as follows:
 - a. One (1) ductile iron pipeline up to 36 inches in diameter inside a 54-inch reinforced plastic mortar casing pipe (the “Water Line”) under the ditch in Section 10, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, Latitude: 40.509994°, Longitude: -104.762861°
 - b. One (1) ductile iron pipeline up to 36 inches in diameter inside a 54-inch reinforced plastic mortar casing pipe (the “Water Line”) under the ditch in Section 10, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, Latitude: 40.509460°, Longitude: -104.754276°
- D. Grantee is unable to obtain pipeline for the Crossings in material type and sizes outlined in the Agreement.
- E. Grantee was required to install the Crossings prior to April 1, 2023 pursuant to the Agreement but may be unable to complete by the installation by that date.
- F. Grantor and Grantee desire to amend the Agreement by this Amendment to set forth a new time frame upon which Grantee may complete the Crossings, and to amend the description of the pipeline material and sizes which are approved for the Crossings.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for valuable consideration, the adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. The above Recitals are accurate and are incorporated herein by reference. All terms defined in the Agreement shall have the same meaning in this Amendment.
2. Exhibit A of the Agreement shall be amended and replaced by Exhibit A attached to this Amendment.
3. Paragraph C. of the Recitals of the Agreement shall be amended and replaced in its entirety as follows:

Grantee desires a license to cross the Ditch and to construct, install, lay, maintain, repair, replace, operate, inspect, survey and remove, if necessary, a total of two (2) water pipelines further described as follows:

- a. One (1) PVC (AWWA C900, DR18) pipeline up to 36 inches in diameter inside a 48-inch reinforced plastic mortar casing pipe (the "Water Line") under the ditch in Section 10, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, Latitude: 40.509994°, Longitude: -104.762861°, ("West Lucas Crossing").
 - b. One (1) PVC (AWWA C900, DR18) pipeline up to 36 inches in diameter inside a 48-inch reinforced plastic mortar casing pipe (the "Water Line") under the ditch in Section 10, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, Latitude: 40.509460°, Longitude: -104.754276°, ("East Lucas Crossing").
4. Paragraph 10. of the Agreement shall be amended and replaced in its entirety as follows:

Grantee agrees not to commence construction and installation of the Crossings before **January 1, 2023**. Water is not expected to be in the Ditch between November 1st through the April 1st during the term of this Agreement; however, Grantee should contact Grantor at least 10 days prior to installing the Crossings to determine if infrastructure to bypass water will be necessary. Should bypass infrastructure be necessary, Grantee shall coordinate the capacity of such bypass with Grantor prior to commencing construction of the Crossings. Grantee also agrees not to commence construction and Installation of the Crossings without first having coordinated a specific start date with Grantor, which request shall be directed to Grantor at the contact information in this paragraph 7. Grantor reserves the right to have its employees and/or its engineers on the premises as it feels necessary to inspect the installation of the Crossings. Should Grantor elect to have its engineers on the premises during the installation of the of the Crossings, then Grantee shall reimburse Grantor for the costs associated with having Grantor's engineer onsite, to be paid by Grantee in accordance with paragraph 19 of this Agreement.

Lucas Lateral Ditch Company:
106 Elm Avenue, Eaton, CO 80615
Attention: Kimberly Nelson
970-454-3377

Upon receiving such request, Grantor will then notify its employees and/or its engineers to contact the Grantee to coordinate the work. The Crossings shall be completed on or before **March 1, 2024**. There shall be no construction work on the Crossings from **March 2, 2023 through October 31, 2023**, without written permission of the Grantor, which may be withheld in Grantor's sole discretion. If, during the course of construction of the Crossings, Grantee encounters unforeseen problems or issues, or if the Grantee changes the plans from those set forth on **Exhibit A** in any material manner, the Grantee agrees to contact the Grantor to discuss any such issues or proposed revisions to **Exhibit A**. The Grantee also agrees to notify the Grantor's General Manager when the Crossings has been completed.

The Grantee's contact person for the Crossings will be:

Eric Reckentine, Manager, North Weld County Water District
Phone: 970-356-3020

5. Grantee shall reimburse Grantor for all costs incurred in relation to this Amendment, including all Grantor's legal fees, pursuant to paragraph 19 of the Agreement.
6. To the extent there are discrepancies between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly amended by this Amendment, the Agreement and its terms are hereby reaffirmed by the Parties and remains in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]

Remainder of Page Intentionally Left Bank

GRANTOR: LUCAS LATERAL DITCH COMPANY

106 Elm Avenue
Eaton, CO 80615

By: _____
Lynn Ottoson, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by
Lynn Ottoson, as President of the Lucas Lateral Ditch Company.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANTEE: NORTH WELD COUNTY WATER DISTRICT

32825 Weld County Road 39
Lucerne, CO 80646

By: _____

(print name and title)

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____, _____ of _____
_____. (title)

Witness my hand and official seal.
My commission expires: _____

Notary Public

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT ("Agreement") is made this 13th day of December, 2022, by and between the TOWN OF SEVERANCE, a home rule municipality and political subdivision of the State of Colorado, whose address is 3 S. Timber Ridge Pkwy, Severance, Colorado 80550 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") in, on, under, over, across and upon the real property legally described on Exhibit B-1 and depicted upon Exhibit B-2 attached hereto and incorporated herein by reference (the "Easement Area").

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

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

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

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (d) The District shall have the right to use 20 feet of temporary easement beyond the permanent easement area of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, at its sole cost and expense the District shall:

- (a) Bury Improvements a minimum depth of five (5) feet (as measured from the surface of the ground to top of pipe) below the surface of the ground.
- (b) Restore the Easement Area to a condition comparable to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto; including but not limited to the reseeded and replanting of any disturbed areas in a manner reasonably

satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by the District's activities;

- (c) Restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 6 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement; and
- (f) The District Agrees not to suffer or permit any lien or mechanics or materialmen or others to be placed against the Easement Area with respects to work or services claimed to have been performed for, or materials claimed to have been furnished to, the District or its agents pursuant to this Easement.

6. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee, which shall not be unreasonably withheld; and
- (f) Add or remove soil or alter the grade of the land within the Easement Area.

7. Maintenance of Easement Area.

- (a) Within a reasonable time after completion of construction work in the Easement Area, Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

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

10. Additional Terms and Conditions.

- (a) Insurance. Grantee agrees that it will maintain, at Grantee's own cost, general liability insurance sufficient to provide coverage in an amount not less than the limits of governmental liability provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. as amended ("CGIA"). Grantee further agrees that it will cause its contractors performing any work with the Easement Area, at their sole cost and expense, commercial general liability insurance (including premises operations, bodily injury, personal injury, death, products and completed operations, "insured contract," and property damage coverages) in a combined single limit amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Grantor shall be named as an additional insured under such commercial general liability. Grantee shall obtain and provide to Grantor a certificate of insurance of Grantee and any of its contractors, agents, employees and representatives accessing the Easement Area evidencing the foregoing insurance.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth in this Agreement. Any other assignment of the Easement, in whole or in part, by Grantee, shall require the prior written consent of Grantor.
- (j) Governmental Immunity. The Grantor and its officers, attorneys and employees and the Grantee and its officers, attorneys, and employees are relying on, and do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Grantor and its respective officers, attorneys, or employees.

- (k) Grantee acknowledges and agrees that this Easement shall be subject to any and all easements of record, liens or other encumbrances existing prior to the grant of this Easement. It shall be Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Easement Area and to ensure that Grantee's use of the Easement Area will not unreasonably interfere with any use in the Easement Area by any other party under a previous grant.

[Remainder of page intentionally left blank]

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



GRANTOR:

TOWN OF SEVERANCE, a home rule municipality and political subdivision of the State of Colorado.

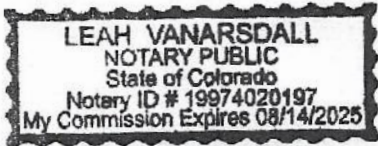
By: [Signature]
Matthew FRIES, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 13th day of December, 2022, by Matt Fries, as Mayor for the TOWN OF SEVERANCE, a home rule municipality and political subdivision in the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 8-14-2025



Leah Vanarsdall
Notary Public

THE DISTRICT:

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

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Hidden Valley Farm Subdivision Filing No. 1, Outlot R.

EXHIBIT B-1

PROPERTY DESCRIPTION – WATER EASEMENT

A strip of land being a portion of Outlot R, Hidden Valley Farm Subdivision First Filing recorded October 24, 2007, at Reception No. 3513226 within the records of Weld County Clerk and Recorder, situate in the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 11 and assuming the South line of said SW1/4 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at both ends, as bearing North 89°15'04" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2630.50 feet with all other bearings contained herein relative thereto;

The lineal dimensions as contained herein are based upon the U. S. Survey Foot.

THENCE North 87°02'49" East a distance of 1300.11 feet to the North right-of-way line of County Road 70 and to the **POINT OF BEGINNING**;

THENCE North 23°36'43" East a distance of 838.72 feet;

THENCE North 16°24'50" East a distance of 87.17 feet;

THENCE North 24°21'19" East a distance of 219.15 feet;

THENCE North 00°32'17" East a distance of 46.75 feet;

THENCE North 44°27'43" West a distance of 12.56 feet;

THENCE North 89°27'43" West a distance of 39.61 feet;

THENCE North 66°57'43" West a distance of 40.98 feet to the East line of Lot 217 of said Hidden Valley Farms Subdivision First Filing;

THENCE North 17°29'40" West along said East line a distance of 105.75 feet to the South right-of-way line of Timber Ridge Parkway and to a Point on a Curve (POC);

THENCE along said South right-of-way line and along the arc of a non-tangent curve concave to the North a distance of 24.26 feet, said curve has a radius of 275.90 feet, a delta angle of 05°02'17" and is subtended by a chord bearing North 69°59'23" East a distance of 24.25 feet to the Northwest corner of Lot 216 of said Hidden Valley Farms Subdivision First Filing;

Thence along the Westerly line of said Lot 216 the following Two (2) courses and distances:

THENCE South 22°06'04" East a distance of 94.88 feet;

THENCE South 68°58'43" East a distance of 20.51 feet;

THENCE South 89°27'43" East a distance of 44.18 feet;

THENCE South 44°27'43" East a distance of 37.41 feet;

THENCE South 00°32'17" West a distance of 65.50 feet;

THENCE South 24°21'19" West a distance of 223.40 feet;

THENCE South 16°24'50" West a distance of 86.98 feet;

THENCE South 23°36'43" West a distance of 827.02 feet to the North right-of-way line of County Road 70;

THENCE South 89°15'04" West along said North right-of-way line a distance of 32.93 feet to the **POINT OF BEGINNING**, from which the South Quarter corner of said Section 11 bears South 88°35'53" East a distance of 1332.29 feet.

Said strip of land contains 0.96 Acres (+/-41,687 sq.ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

SURVEYORS CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Sheet 1 of 3

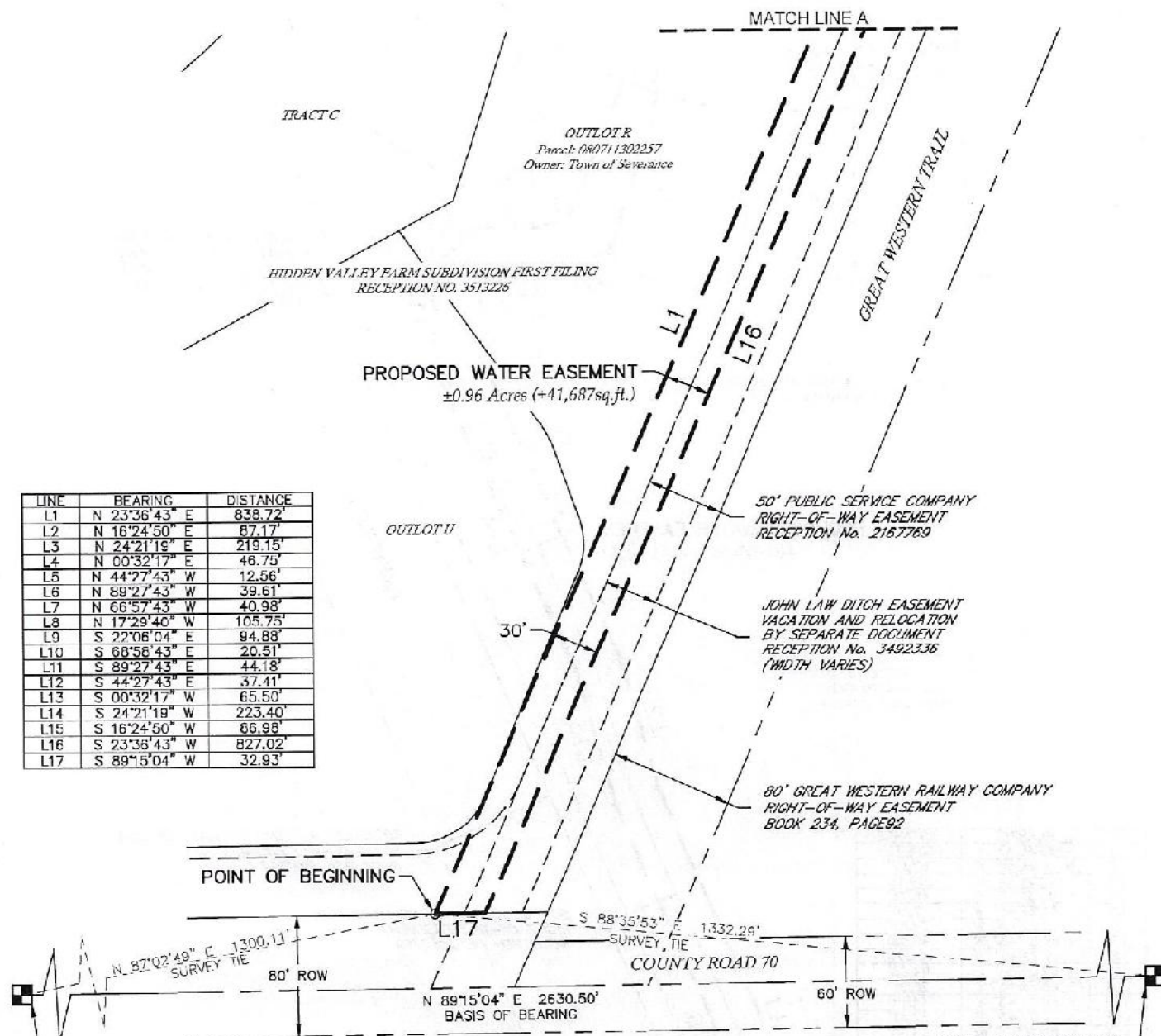
Jason S. Allee – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th St. Unit 2
Greeley, CO 80634
(970) 515-5294



EXHIBIT B-2

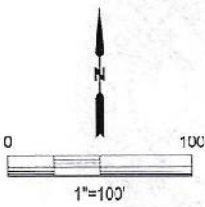
THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY



LINE	BEARING	DISTANCE
L1	N 23°36'43" E	838.72'
L2	N 16°24'50" E	87.17'
L3	N 24°21'19" E	219.15'
L4	N 00°32'17" E	46.75'
L5	N 44°27'43" W	12.56'
L6	N 89°27'43" W	39.61'
L7	N 66°57'43" W	40.98'
L8	N 17°29'40" W	105.75'
L9	S 22°06'04" E	94.88'
L10	S 68°56'43" E	20.51'
L11	S 89°27'43" E	44.18'
L12	S 44°27'43" E	37.41'
L13	S 00°32'17" W	65.60'
L14	S 24°21'19" W	223.40'
L15	S 16°24'50" W	66.98'
L16	S 23°38'43" W	827.02'
L17	S 89°15'04" W	32.93'

POINT OF COMMENCEMENT
SOUTHWEST CORNER
SECTION 11, T.6N., R.67W.
FOUND #6 REBAR WITH
3.25" ALUM. CAP LS 22098

SOUTH QUARTER CORNER
SECTION 11, T.6N., R.67W.
FOUND #6 REBAR WITH
3.25" ALUM. CAP LS 22098



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

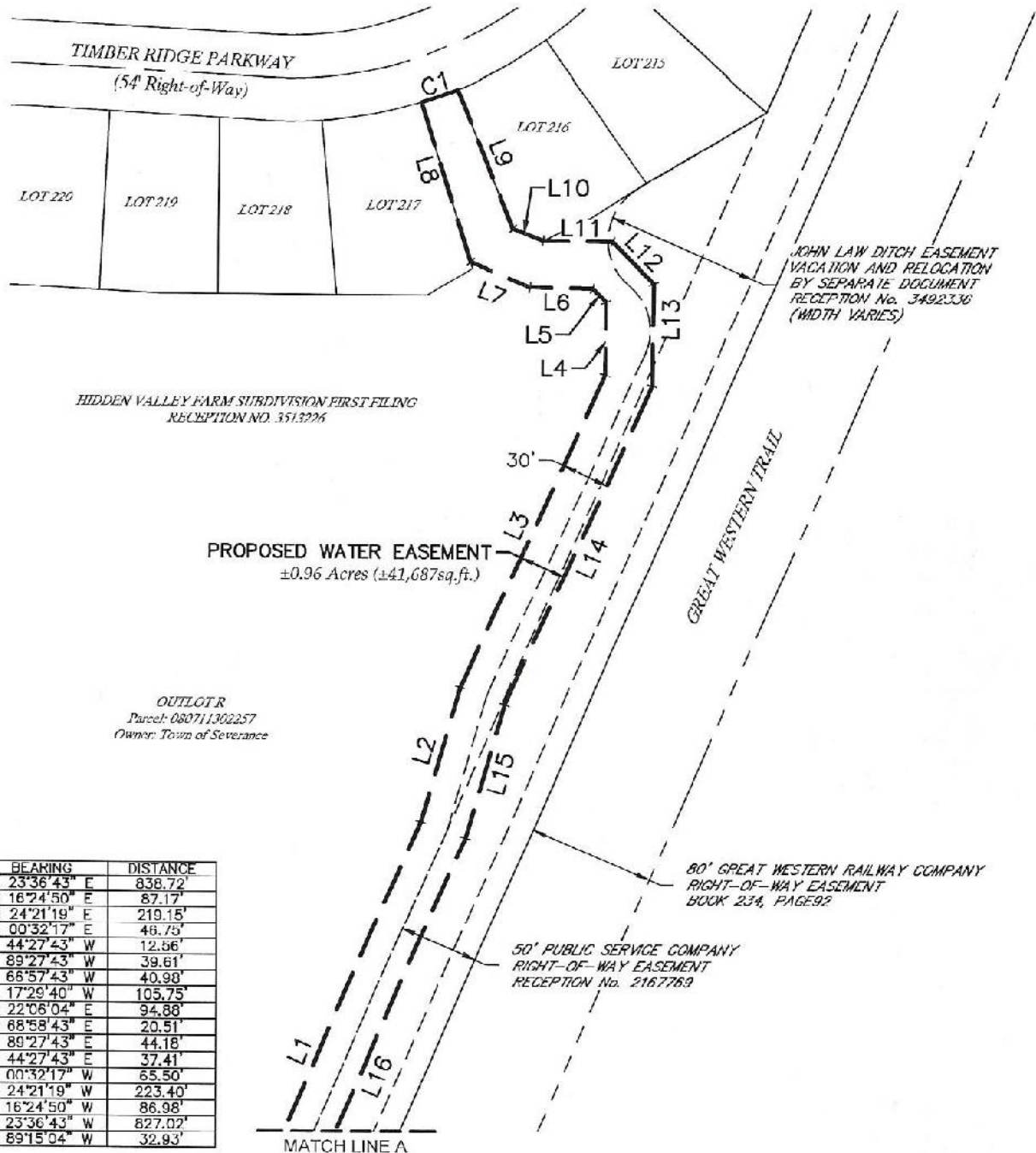


Lat40°, Inc. 6250 W. 10th Street, Unit 2, Greeley, CO 970-515-5294

SECTION: 11
TOWNSHIP: 6N
RANGE: 67W
6TH P.M.
WELD COUNTY, CO

EXHIBIT B-2

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY



HIDDEN VALLEY FARM SUBDIVISION FIRST FILING
RECEPTION NO. 3513226

JOHN LAW DITCH EASEMENT
VACATION AND RELOCATION
BY SEPARATE DOCUMENT
RECEPTION No. 3492336
(WIDTH VARIES)

OUTLOT
Parcel: 080711302257
Owner: Town of Severance

PROPOSED WATER EASEMENT
±0.96 Acres (±41,687sq.ft.)

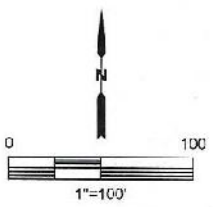
GREAT WESTERN TRAIL

80' GREAT WESTERN RAILWAY COMPANY
RIGHT-OF-WAY EASEMENT
BOOK 234, PAGE 92

50' PUBLIC SERVICE COMPANY
RIGHT-OF-WAY EASEMENT
RECEPTION No. 2167769

LINE	BEARING	DISTANCE
L1	N 23°36'43" E	838.72'
L2	N 16°24'50" E	87.17'
L3	N 24°21'19" E	219.15'
L4	N 00°32'17" E	46.75'
L5	N 44°27'43" W	12.66'
L6	N 89°27'43" W	39.61'
L7	N 66°57'43" W	40.99'
L8	N 17°29'40" W	105.75'
L9	S 22°06'04" E	94.88'
L10	S 68°58'43" E	20.51'
L11	S 89°27'43" E	44.18'
L12	S 44°27'43" E	37.41'
L13	S 00°32'17" W	65.50'
L14	S 24°21'19" W	223.40'
L15	S 16°24'50" W	86.98'
L16	S 23°36'43" W	827.02'
L17	S 89°15'04" W	32.93'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	24.26'	275.90'	05°02'17"	N 69°59'23" E	24.26'



Sheet 3 of 3

Jason S. Allee—On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

DATE: 9/20/2022
PROJECT#: 20180302

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



TRANSMITTAL

DATE: December 7, 2022

TO: Darin Pytlik, North Weld County Water District

FROM: Darrell W Burkhardt, TRS Corp.
Via Email

RE: **Settlement Packages**
Eaton Pipeline
Parcel 09- 35321 Estate, LLC

CC: Project File(s)

Attached you will find the following:

- Scanned Temporary Construction Easement Agreement
- Scanned W-9 Form

Please order a check in the amount of **\$3,000.00** made payable to **35351 Estate, LLC**

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2022 ("Effective Date"), by and between **35321 ESTATE, LLC**, A COLORADO LIMITED LIABILITY COMPANY, whose address is 35321 County Road 31, Greeley, Colorado 80631 (individually or jointly, as applicable, "Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Lot B of Recorded Exemption No. 0805-04-4 RECX-12-0095, recorded October 2, 2014 at Reception No. 4050591, being a part of the South Half of the Southeast Quarter of Section 4, Township 6 North, Range 66 West of the 6th P.M., and made a part hereof (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of Three thousand + no/100 Dollars (\$ 3000 .00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described on Exhibit A-1 and depicted upon Exhibit A-2 attached hereto and incorporated herein by reference (the "Temporary Easement Area").

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

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

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

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

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

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

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

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

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

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

8. Maintenance of Temporary Easement Area.

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

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

10. Additional Terms and Conditions.

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

- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

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

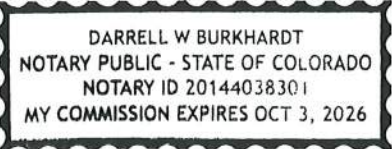
GRANTOR:
 35321 ESTATE, LLC,
 a Colorado limited liability company

[Signature]
 By: Shane Powell
 Title: Man. Member

STATE OF COLORADO)
) ss.
 COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 8th day of December, 2022, by Shane Powell as Member for 35321 ESTATE, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
 My commission expires: 10-3-26



[Signature]
 Notary Public

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

ATTEST:

By: _____
Scott R. Cockroft, Secretary

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tad Stout, as President, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Scott R. Cockroft, as Secretary, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1

PROPERTY DESCRIPTION
Temporary Construction Easement

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

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

THENCE along said South line of Southeast Quarter, North 88°46'48" East a distance of 100.10 feet to the Southwest corner of Lot B of Recorded Exemption No. 0805-04-4 RECX12-0095 as recorded October 01, 2014 as Reception No. 4050591 of the Records of Weld County;
THENCE North 01°13'27" West along the West line of said Lot B a distance of 30.00 feet;
THENCE North 53°35'47" East continuing along said West line a distance of 69.43 feet to the **POINT OF BEGINNING**;
THENCE North 53°35'47" East continuing along said West line a distance of 52.07 feet to a line parallel with and 100.00 feet North of, as measured at a right angle to said South line;
THENCE North 88°46'33" East along said parallel line a distance of 1723.80 feet;
THENCE South 01°13'27" East a distance of 70.00 feet to a point on the Northerly right-of-way line of Weld County Road 72 (WCR 72);
THENCE along said Northerly right-of-way line, South 88°46'33" West a distance of 30.00 feet;
THENCE North 01°13'27" West a distance of 40.00 feet to a line parallel with and 70.00 feet North of, as measured at a right angle to said South line;
THENCE South 01°13'27" West along said parallel line a distance of 1736.36 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 53,552 Square Feet or 1.229 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

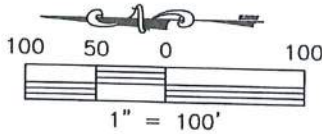
I, David B. Dusdal, a Colorado Registered Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°46'48"E	100.10'
L2	N01°13'27"W	30.00'
L3	N53°35'47"E	69.43'
L4	N53°35'47"E	52.07'
L5	S01°13'27"E	70.00'
L6	S88°46'33"W	30.00'
L7	N01°13'27"W	40.00'



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

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



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

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

30' TEMPORARY CONSTRUCTION EASEMENT
53,552 SQ. FT.
1.229 ACRES

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

POINT OF BEGINNING

SE CORNER
SEC 4, T6N, R66W

WCR 31

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

WCR 72

N88°46'33"E 2656.37'
(BASIS OF BEARINGS)

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



KING SURVEYORS

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

PROJECT NO: 20170945-A
DATE: 7/30/2019
CLIENT: N.W.C.W.D.
DWG: 35321 ESTATES-TEMP
DRAWN: DRS CHECKED: DBD

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named 35321 Estate, LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.²

2. The entity is a:

- | | |
|----------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Governmental Subdivision or Agency | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input type="checkbox"/> Unincorporated Non-Profit Association | <input type="checkbox"/> Limited Partnership Association |
| <input type="checkbox"/> Other please explain: _____ | |

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

4. The mailing address for the entity is : 35321 CR 31 Greeley CO 80631

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

- Shane Powell manager
Name Title
- _____
Name Title

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

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

DATED: Dec 7th, 2022

35321 Estate, LLC

By: Shane Powell
 Its: [Signature]
 By: [Signature] Man. Member
 Its: _____

STATE OF _____)
)ss.
 COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 201____,
 by _____ as _____
 of 35321 Estate, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public



TRANSMITTAL

DATE: December 7, 2022

TO: Darin Pytlik, North Weld County Water District

FROM: Darrell W Burkhardt, TRS Corp.
Via Email

RE: **Settlement Packages**
Eaton Pipeline
Parcel 04- Charles & Nora Feldpausch

CC: Project File(s)

Attached you will find the following:

- Scanned Temporary Construction Easement Agreement
- Scanned W-9 Form

Please order a check in the amount of **\$4,000.00** made payable to
Charles & Nora Feldpausch

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 7th day of December, 2022 ("Effective Date"), by and between **Charles R and Nora I Feldpausch**, whose address is 34600 County Road 31, Greeley, CO 80631-9373 (individually or jointly, as applicable, "Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Lot C of Recorded Exemption No. 0805-03-3 RE-3211, according to the map recorded December 4, 2001 at Reception No. 2905716, being a part of the West Half (W $\frac{1}{2}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section 3, Township 6 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of four thousand and 0/100 Dollars (\$ 4000 .00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described on Exhibit A-1 and depicted upon Exhibit A-2 attached hereto and incorporated herein by reference (the "Temporary Easement Area").

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

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

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

The District, at its sole discretion, shall have the option to extend the Temporary Easement for two additional 12-month terms. To extend, the District shall provide a minimum of 30 days' written notice to the Grantor of the District's intent to extend the Temporary Easement and remit four thousand dollars (\$4,000.00) to Grantor prior to the expiration of the term of the Temporary Easement. In the event the Grantor's Property has been conveyed by Grantor during the term of the Temporary Easement, the successor in title to Grantor's Property, subject to this Temporary Easement, will provide the District with an executed IRS Form W-9, Request for Taxpayers Identification Number and Certification ("W-9") to facilitate payment of consideration for the Temporary Easement extension. If receipt of a W-9 from successor in title to Grantor's Property delays payment processing by the District beyond the expiration date of the original term of the Temporary Easement, such condition shall not serve to invalidate the District's option or extension of the Temporary Easement.

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

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

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

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

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

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

8. Maintenance of Temporary Easement Area.

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

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

10. Additional Terms and Conditions.

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

- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

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

GRANTOR:


Charles R Feldpausch


Nora I Feldpausch

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 7th day of December, 2022, by Charles R Feldpausch.

WITNESS my hand and official seal.



10-3-26


Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 7th day of December, 2022, by Nora I Feldpausch.

WITNESS my hand and official seal.

My commission expires: 10-3-26




Notary Public

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

ATTEST:

By: _____
Scott R. Cockroft, Secretary

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tad Stout, as President, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Scott R. Cockroft, as Secretary, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1

PROPERTY DESCRIPTION
Temporary Construction Easement

Being part of the South Half (S 1/2) of Section Three (3), Township Six North (T. 6 N.), Range Sixty-Six West (R.66 W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

Commencing at the Southwest corner of said Section Three (3) and assuming the South line of the Southwest Quarter said Section Three as bearing **North 89°33'39" East** being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of **2689.59** feet with all other bearings contained herein relative thereto;

THENCE along said South line, **North 89°33'39" East** a distance of **199.99** feet;
THENCE **North 00°53'29" West** a distance of **70.00** feet the **POINT OF BEGINNING**;

THENCE continuing along the last described course, **North 00°53'29" West** a distance of **30.00** feet;
THENCE **North 89°33'39" East** a distance of **2490.38** feet to a point on the North-South Center Section line of said Section Three (3);
THENCE **North 89°33'29" East** a distance of **297.92** feet to the East line of Lot C per Record Exemption No. 0805-03-3-RE-3211 recorded as Reception No. 2905715 in the Weld County Records' office;
THENCE along said East Line, **South 00°26'28" East** a distance of **70.00** feet to the Northerly Right-of-Way line of WRC 72;
THENCE along said Northerly Right-of-way, **South 89°33'29" West** a distance of **19.99** feet;
THENCE **North 00°26'21" West** a distance of **40.00** feet;
THENCE **South 89°33'29" West** a distance of **277.94** feet to a point on the North-South Center Section line of said Section Three (3);
THENCE **South 89°33'39" West** a distance of **329.27** feet;
THENCE **North 00°26'21" West** a distance of **12.00** feet;
THENCE **South 89°33'39" West** a distance of **490.01** feet;
THENCE **South 00°26'21" East** a distance of **12.00** feet;
THENCE **South 89°33'39" West** a distance of **1670.96** feet to the **POINT OF BEGINNING**.

Said described parcel of land contains **78,565** Square Feet or **1.803** Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

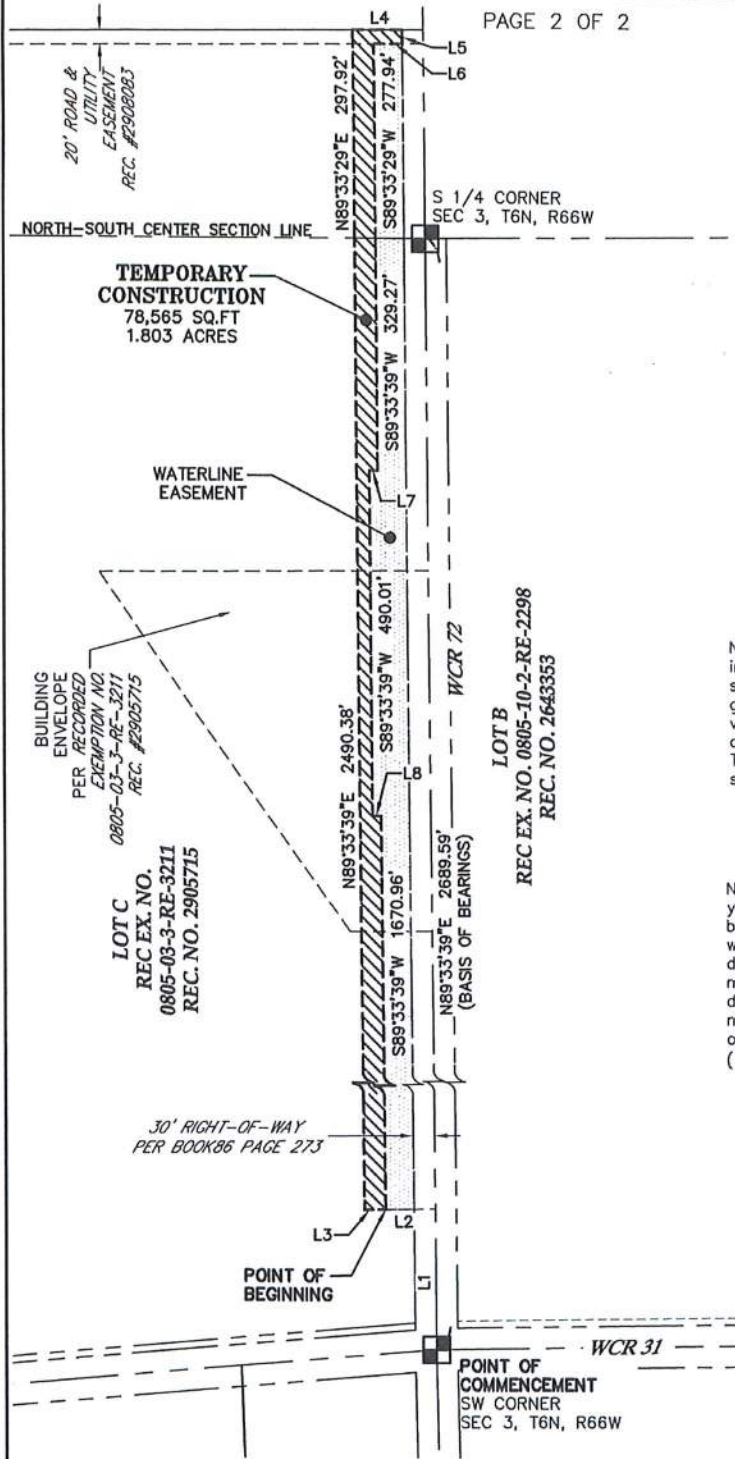
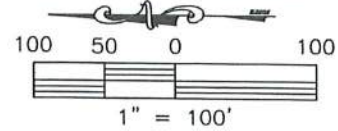
SURVEYORS STATEMENT

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



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

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'39"E	199.99'
L2	N00°53'29"W	70.00'
L3	N00°53'29"W	30.00'
L4	S00°26'28"E	70.00'
L5	S89°33'29"W	19.99'
L6	N00°26'21"W	40.00'
L7	N00°26'21"W	12.00'
L8	S00°26'21"E	12.00'

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

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



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



KING SURVEYORS

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

PROJECT NO:20170945
DATE: 1/3/2019
CLIENT: N.W.C.W.D.
DWG: HARDESTY-TEMP
DRAWN: DRS CHECKED: DBD



TRANSMITTAL

DATE: December 7, 2022

TO: Darin Pytlik, North Weld County Water District

FROM: Darrell W Burkhardt, TRS Corp.
Via Email

RE: **Settlement Packages**
Eaton Pipeline
Parcel 03- Long Meadow Farm LLC

CC: Project File(s)

Attached you will find the following:

- Scanned Temporary Construction Easement Agreement
- Scanned W-9 Form

Please order a check in the amount of **\$500.00** made payable to **Long Meadow Farm LLC.**

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 7th day of December, 2022 ("Effective Date"), by and between **LONG MEADOW FARM, LLC**, a Colorado limited liability company, whose address is 34600 County Road 31, Greeley, Colorado 80631 (individually or jointly, as applicable, "Grantor"), and **NORTH WELD COUNTY WATER DISTRICT**, a Political Subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Lot A and B of Recorded Exemption No. 0805-10-2 RE-2298, according to the map recorded September 29, 1998 at Reception No. 2643353, being a part of the Northwest Quarter (NW¹/₄) of Section 10, Township 6 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of five hundred + no 100 Dollars (\$ 500 .00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described on Exhibit A-1 and depicted upon Exhibit A-2 attached hereto and incorporated herein by reference (the "Temporary Easement Area").

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

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

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

The District, at its sole discretion, shall have the option to extend the Temporary Easement for two additional 12-month terms. To extend, the District shall provide a minimum of 30 days' written notice to the Grantor of the District's intent to extend the Temporary Easement and remit one thousand dollars (\$1,000.00) to Grantor prior to the expiration of the term of the Temporary Easement. In the event the Grantor's Property has been conveyed by Grantor during the term of the Temporary Easement, the successor in title to Grantor's Property, subject to this Temporary Easement, will provide the District with an executed IRS Form W-9, Request for Taxpayers Identification Number and Certification ("W-9") to facilitate payment of consideration for the Temporary Easement extension. If receipt of a W-9 from successor in title to Grantor's Property delays payment processing by the District beyond the expiration date of the original term of the Temporary Easement, such condition shall not serve to invalidate the District's option or extension of the Temporary Easement.

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

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

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

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

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

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

8. Maintenance of Temporary Easement Area.

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

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

10. Additional Terms and Conditions.

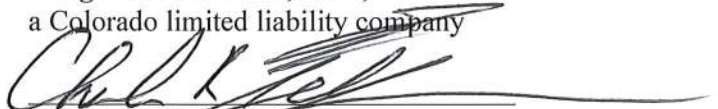
- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless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

- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

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

GRANTOR:

Long Meadow Farm, LLC,
a Colorado limited liability company

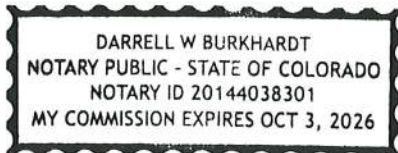

Charles Feldpausch, Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 7th day of December, 2022, by Charles Feldpausch as Manager of Long Meadow Farm, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 10-3-26




Notary Public

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

ATTEST:

By: _____
Scott R. Cockroft, Secretary

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tad Stout, as President, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Scott R. Cockroft, as Secretary, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1

PROPERTY DESCRIPTION
Waterline Easement

Being part of the Northwest Quarter (NW1/4) of Section Ten (10), Township Six North (T. 6 N.), Range Sixty-Six West (R.66 W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

Commencing at the Northwest corner of said Section Ten and assuming the Westerly line of said Northwest Quarter as bearing **South 00°53'29" East** being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of **2638.03** feet with all other bearings contained herein relative thereto;

THENCE along the West line of Northwest Quarter, **South 00°53'29" West** a distance of **54.12** feet;
THENCE **North 89°55'13" East** a distance of **30.00** feet to a point on the Easterly right-of-way line of Weld County Road 31 (WCR 31), said point also being the **POINT OF BEGINNING**;

THENCE **North 89°55'13" East** a distance of **170.00** feet;
THENCE **North 00°53'29" West** a distance of **25.37** feet to a point on the Southerly right-of-way line of Weld County Road 72 (WCR 72);
THENCE along said Southerly right-of-way line, **North 89°33'39" East** a distance of **40.00** feet;
THENCE **South 00°53'29" East** a distance of **65.63** feet;
THENCE **South 89°55'13" West** a distance of **210.01** feet to a point on the Westerly right-of-way line of Weld County Road 31 (WCR 31);
THENCE along said Westerly right-of-way line, **North 00°53'29" West** a distance of **40.00** feet to the **POINT OF BEGINNING**.

Said described parcel of land contains **8,594** Square Feet or **0.197** Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

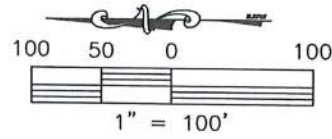
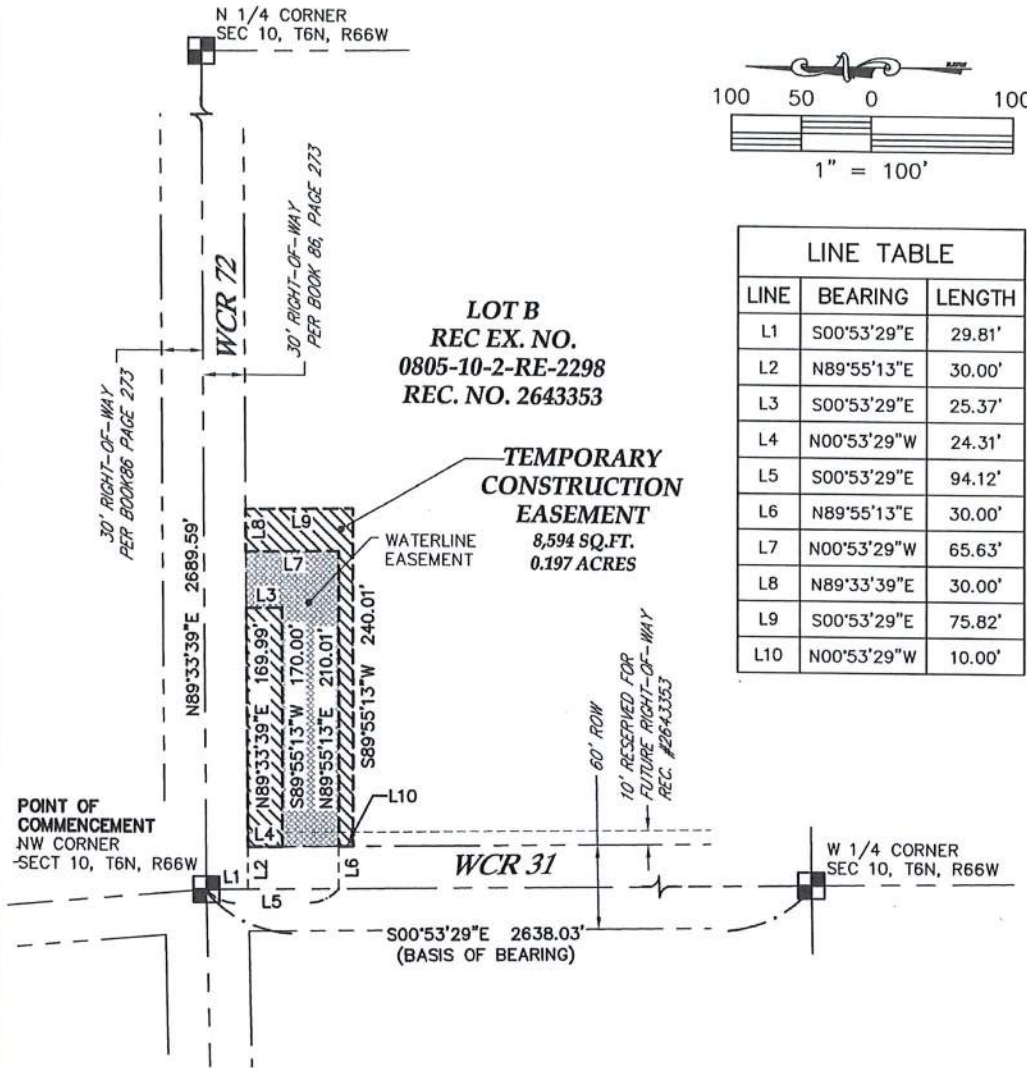
SURVEYORS STATEMENT

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



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

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°53'29"E	29.81'
L2	N89°55'13"E	30.00'
L3	S00°53'29"E	25.37'
L4	N00°53'29"W	24.31'
L5	S00°53'29"E	94.12'
L6	N89°55'13"E	30.00'
L7	N00°53'29"W	65.63'
L8	N89°33'39"E	30.00'
L9	S00°53'29"E	75.82'
L10	N00°53'29"W	10.00'

LOT B
REC EX. NO.
0805-10-2-RE-2298
REC. NO. 2643353

TEMPORARY CONSTRUCTION EASEMENT
8,594 SQ.FT.
0.197 ACRES

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

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



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



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

PROJECT NO: 20170945
 DATE: 12/14/2018
 CLIENT: N.W.C.W.D.
 DWG: LONG MEAD-TEMP
 DRAWN: DRS CHECKED: DBD



TRANSMITTAL

DATE: December 7, 2022

TO: Darin Pytlik, North Weld County Water District

FROM: Darrell W Burkhardt, TRS Corp.
Via Email

RE: **Settlement Packages**
Eaton Pipeline
Parcel 02- Top Five Inc

CC: Project File(s)

Attached you will find the following:

- Scanned Temporary Construction Easement Agreement
- Scanned W-9 Form

Please order a check in the amount of **\$1,500.00** made payable to
Top Five, Inc

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 7th day of December, 2022 ("Effective Date"), by and between **Top Five, Inc A COLORADO CORPORATION**, whose address is 1804 Ponderosa Place, Loveland, Colorado 80538 (individually or jointly, as applicable, "Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Lot A of Recorded Exemption No. 0805-09-1 RE-2946, according to the map recorded February 18, 2005 at Reception No. 3262279, being a part of the North Half (N½) of Section 9, Township 6 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of one thousand five hundred + ^{no}100 Dollars (\$ 1500.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described on Exhibit A-1 and depicted upon Exhibit A-2 attached hereto and incorporated herein by reference (the "Temporary Easement Area").

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

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

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

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

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

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

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

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

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

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

8. Maintenance of Temporary Easement Area.

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

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

10. Additional Terms and Conditions.

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

- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

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

GRANTOR:

Top Five, Inc., a Colorado corporation

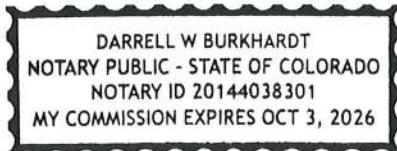
By: *Jeff Olhausen*
Jeff Olhausen, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 7th day of December, 2022, by Jeff Olhausen, President of Top Five, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 10-3-26
Darrell W Burkhardt
Notary Public



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

ATTEST:

By: _____
Scott R. Cockroft, Secretary

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tad Stout, as President, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Scott R. Cockroft, as Secretary, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1

PROPERTY DESCRIPTION
Temporary Construction Easement

Being part of the Northeast Quarter (NE1/4) of Section Nine (9), Township Six North (T. 6 N.), Range Sixty-Six West (R.66 W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

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

THENCE along the East line of Northeast Quarter, **South 00°53'29" West** a distance of 94.74 feet;
THENCE **South 89°55'13" West** a distance of 30.00 feet to a point on the westerly right-of-way line of Weld County Road 31 (WCR 31), said point also being the **POINT OF BEGINNING**;

THENCE along said westerly right-of-way line, **South 00°53'29" East** a distance of 30.00 feet;
THENCE **South 89°55'13" West** a distance of 811.94 feet;
THENCE **North 01°13'27" West** a distance of 77.92 feet to a point on the southerly right-of-way line of Weld County Road 72 (WCR 72);
THENCE along said southerly right-of-way line, **North 88°46'44" East** a distance of 50.00 feet;
THENCE **South 01°13'27" East** a distance of 48.91 feet;
THENCE **North 89°55'13" East** a distance of 762.11 feet to point on said westerly right-of-way line, said point also being the **POINT OF BEGINNING**.

Said described parcel of land contains 26,782 Square Feet or 0.615 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

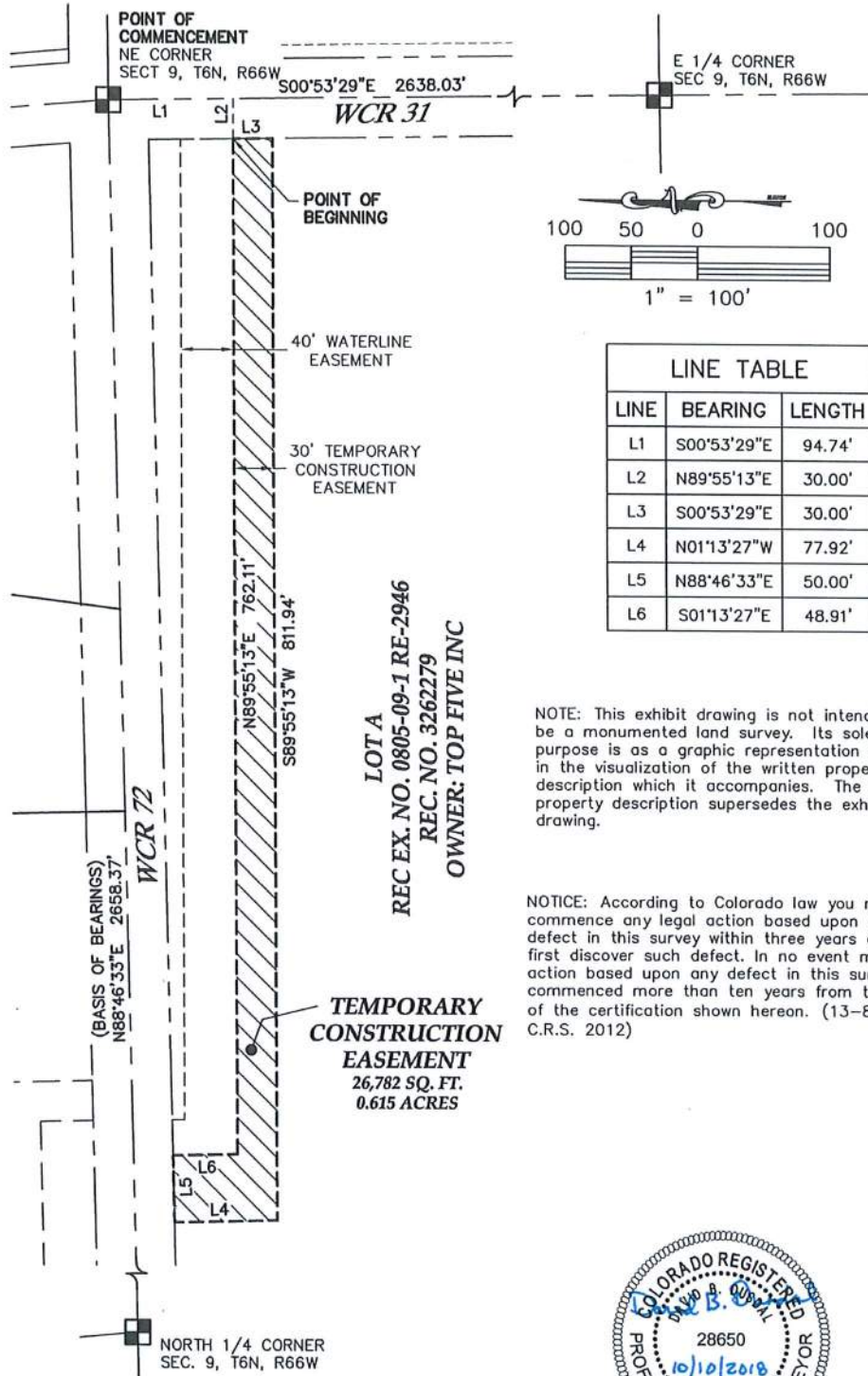
SURVEYORS STATEMENT

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



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

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°53'29"E	94.74'
L2	N89°55'13"E	30.00'
L3	S00°53'29"E	30.00'
L4	N01°13'27"W	77.92'
L5	N88°46'33"E	50.00'
L6	S01°13'27"E	48.91'

LOT A
REC EX. NO. 0805-09-1 RE-2946
REC. NO. 3262279
OWNER: TOP FIVE INC

TEMPORARY
CONSTRUCTION
EASEMENT
26,782 SQ. FT.
0.615 ACRES

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

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



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



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

PROJECT NO: 20170945
DATE: 10/10/2018
CLIENT: N.W.C.W.D.
DWG: TOP FIVE-TEMP
DRAWN: DRS CHECKED: DBD

SECTION 00 63 63

CHANGE ORDER

Project: WCR 74/33 Intersection

Date of Issuance: ___/___/20__

Owner: North Weld County Water District

Change Order No.: 03

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:
Complete work described herein, and provide documentation as requested by Weld County.

Description:

The existing service tee shown on the Drawings near the Montgomery Ditch Lateral was excavated, but it not found where it was shown. The service tee's location shown on the Drawings was provided by the Owner, via GIS information. It was assumed, via extensive efforts coordinated with the Owner's field staff that the service tee likely lies beneath the concrete Montgomery Ditch Lateral. Since the ditch was running when the Contractor demobilized, the Contractor was required to remobilize to the Site to perform further exploratory Work, per discussions with Weld County on 11/15/2022. After the Contractor remobilized to the Site, the service tee was eventually located approximately 80-feet East of the location shown on the Drawings after additional, extensive exploratory excavation efforts. The Contractor then removed the old service tee and spliced in a new piece of pipe under observation by the Owner's field staff. Additionally, the Contractor was required by Weld County provide a flash-fill cap within the roadway pavement, per the 11/15/2022 discussions.

Purpose of Change Order:


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

Attachments (List Documents Supporting Change):

- 1) Supporting Change Order No. 3 documentation from American West, 11 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>2</u> \$43,506.00	<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> \$939,142.00	<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> \$14,465.00	<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> \$14,465.00	<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> \$953,607.00	<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: <i>J. Miklyja</i> (AWC LLC.)
Engineer	Owner	Contractor

ATTACHMENT

(FOLLOWING PAGES)



Change Order: 03

Project Name: **WCR74-33 Intersection: NWCWD Requests**

Contract Date: **September 12, 2022**

AWC Project #: **2022**

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

Reason For Change Order:

The existing service tee shown on the plan set was excavated but not found where it was shown. The service tee was located approximately 80' LF east of where it is shown on the plan set. AWC removed the old tee and spliced in a new one. Costs for the work are shown below. Additionally, AWC was asked to provide a flashfill cap within the roadway as directed by NWCWD.

Work Description:

The existing service tee shown on the plan set was excavated but not found where it was shown. The service tee was located approximately 80' LF east of where it is shown on the plan set. AWC removed the old tee and spliced in a new one. Costs for the work are shown below. Additionally, AWC was asked to provide a flashfill cap within the roadway as directed by NWCWD.

CHANGE ORDER DETAIL

Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
Weld County Road 74 & 33 Service Tee Locate:					
1A	11/21 & 12/12/22: Crew Labor Costs	LS	1.0	\$ 4,295.00	\$ 4,295.00
1B	11/21 & 12/12/22: Crew Equipment Costs	LS	1.0	\$ 4,370.00	\$ 4,370.00
1C	11/21 & 12/12/22: Subcontractor Costs	LS	1.0	\$ 3,341.00	\$ 3,341.00
1D	11/21 & 12/12/22: Material/Supplies Costs	LS	1.0	\$ 2,459.00	\$ 2,459.00
<i>NOTE: Actual labor hours were reduced by half (reduced by 46 labor hours) to cut down on costs to the Owner.</i>					

TOTAL: \$14,465.00

Original Contract Price	\$	895,636.00
Sum of Previous APPROVED Change Orders	\$	43,506.00
Sum of Previous PENDING Change Orders	\$	- \$
Current Change Order Amount	\$	14,465.00
Contract Price with All Change Orders	\$	953,607.00

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

New Contract Deadline 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 We'd 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
	Darin Pyclik (Providence Infrastructure Consultants)		
Rep Name:		Rep Name:	Jon Miklya (Project Manager)
Sign / Date:		Sign / Date:	12/16/2022



T&M Worksheet

Project Name: WCR74-33 Intersection Project - Service Tee Locate

Work Date: 11/21 & 12/12/2022

AWC Project #: 2222

Labor

Employee	Hours	Rate	Total	Comments
J. Weinstein	5.5	\$ 145.00	\$ 797.50	Superintendent
J. Chavez	5.5	\$ 125.00	\$ 687.50	Foreman
D. Lopez	5.5	\$ 85.00	\$ 467.50	Operator
S. Salazar-Miranda	7.5	\$ 85.00	\$ 637.50	Operator
A. Delatorre	5.5	\$ 75.00	\$ 412.50	Laborer
J. Sager	5.5	\$ 75.00	\$ 412.50	Laborer
O. Villalobos	5.5	\$ 75.00	\$ 412.50	Laborer
J. Centeno	5.5	\$ 85.00	\$ 467.50	Operator
Labor			\$ 4,295.00	
% Markup			0.0%	
Labor Subtotal			\$ 4,295.00	

Equipment

Equipment	Hours	Rate	Total	Comments
Ford F250 Truck	11	\$ 35.00	\$ 385.00	
John Deere 85G Mini-Excavator	11	\$ 135.00	\$ 1,485.00	
CAT246C Skid Steer	11	\$ 160.00	\$ 1,760.00	
Rental Excavator	4	\$ 185.00	\$ 740.00	For flashfill cap R&R on 11/21/22
Equipment			\$ 4,370.00	
% Markup			0.0%	
Equipment Subtotal			\$ 4,370.00	

Subcontractors

Subcontractor	Invoice #	Date	Total	Comments
AAA Barricade (Traffic Control)	17550	11/21/2022	\$ 1,670.00	11/21-11/22/22 traffic control
AAA Barricade (Traffic Control)		12/12/2022	\$ 1,235.00	Shoulder closure for service tee
Subcontractors			\$ 2,905.00	
% Markup			15.0%	
Subcontractor Subtotal			\$ 3,341.00	

Material / Other

Vendor	Invoice #	Date	Total	Comments
Son-Fill, Inc. (Flashfill) 5 CY		11/21/2022	\$ 825.00	5 CY of flashfill for roadway cap
Raptor Materials (Flowfill) 10 CY		12/12/2022	\$ 1,410.00	10 CY for uncer concrete ditch/misc. backfill
Materials & Other			\$ 2,235.00	
% Markup			10.0%	
Materials & Other Subtotal			\$ 2,459.00	

Labor Subtotal	\$ 4,295.00	Subcontractor Subtotal	\$ 3,341.00
Equipment Subtotal	\$ 4,370.00	Materials & Other Subtotal	\$ 2,459.00

Grand Total \$ 14,465.00

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	11/30/2022
INVOICE NUMBER	17550
P.O. NUMBER	JON
DATE DELIVERED	10/10/2022
ORDERED BY	JOSEPH

JOB ADDRESS:
 WCR 74 & 33

UNITS	ITEM	DESCRIPTION	UNIT RATE	UNITS P.U.	DATE P.U.	DAYS	AMOUNT
22	SC 200	SHOULDER CLOSURE: 11/1-11/22 (22 DAYS) ADVANCED WARNING SIGNS & BARRELS	150.00	2 days	11/22/2022	22	3,300.00 \$300
6	RC250	ROAD CLOSURE: (11/3-11/4, 11/7-11/8, 11/21-11/22)(6 DAYS) ADVANCED WARNING SIGNS, TYPE III'S, BARRELS, NO TURN SIGNS & DETOUR	285.00	2 days	11/22/2022	6	1,710.00 \$570
3	MOB800	3-MOBILIZATION (INCLUDES MHT DESIGN) (11/3, 11/7 & 11/21)	800.00	1 day	11/22/2022	3	2,400.00 \$800
							\$1,670.00

Invoice for 12/12 has not been received yet.
 It was estimated as follows:

 1 day Signage = \$150
 1 day Road Closure = \$285
 1 day Mobilization = \$800
TOTAL: \$1,235.00

SUBTOTAL	\$7,410.00
RENTAL TAX 4.75% (4.75%)	\$0.00
BALANCE DUE	\$7,410.00
NET 30 DAY	

TRAFFIC CONTROL SAFETY IS OUR BUSINESS!

Son-Fill, LLC

Office: 970-867-4401
P.O. Box 1449
Ft. Morgan, CO 80701

DEC 05 2022
2022 JM
24

Invoice

DATE	INVOICE NO.
11/16/2022	24651

BILL TO
American West Construction 275 E. 64th Ave Denver, CO 80221

S.O. No.	P.O. NO.	TERMS	DUE DATE
	2222	Net 30	12/16/2022

DESCRIPTION	QTY	RATE	AMOUNT
C-Ash Flash-Fill @ WCR 74 & WCR 33 Ticket# 24676 23 cu yds. Job# 2222 Called in by Joseph 720-376-4564	23	135.00	3,105.00
<div style="border: 1px solid red; padding: 5px; color: red;">Invoice has not been received yet for 11/21 Flashfill cap. 5 CY is assumed = \$675 + \$150 short load fee. TOTAL = \$825.00</div>			
Thank you for your business.			Total \$3,105.00



CORPORATE OFFICE:
 PO Box 1449 • Fort Morgan, CO 80701
 Sales: 970-441-0242 • Billing: 970-867-4400

BATCH TICKET # 24676

DATE OF ORDER 11-16-22	ORDER TAKEN BY Gilbert
PHONE 720-376-4564	WORK ORDERED BY Joseph
MIX CASH	<input type="checkbox"/> DAYWORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
WO# WCR 74 + WCR 33	
JOB LOCATION Job # 2222	
TRUCK START TIME 8 AM	END TIME 9 AM
TRUCK # M-25	DRIVER NAME Brandon
	TOTAL HOURS 1

BILL TO:
 American West

BULK LOADS	LBS	MATERIALS AND SPROCKETS	LBS
1 m-18	50540	C-ASH - 18 - 24 - 32	1685
2		F-ASH - 16 - X2 - X3	
3		CEMENT	
4		WATER TBD	
5			
6 used	38755		
7			
8		MISCELLANEOUS	
9		PARTS/SUPPLIES	
10		WATER PUMP	
NOTICE OF PRECAUTIONS:			
<ul style="list-style-type: none"> Contractor accepts all responsibilities of materials placed in the ground. Flesh Fill shall not be used as a wearing surface for roadways and other paved surfaces. Flesh Fill shall not be placed if the temperatures falls below 10 degrees Fahrenheit. Flesh Fill shall not be placed on or into frozen ground. Flesh Fill does not require any internal vibration and/or any other method of consolidations is strictly prohibited. 			
SPECIAL INSTRUCTIONS:			
CUBIC YARD PRICE	13500		
TERMS:			
I hereby acknowledge the completion of the above described work.			
AUTHORIZED SIGNATURE	DATE		
		TRUCK TIME	
		TOTAL CY	23
		TOTAL MATERIALS/EQUIPMENT	
		TOTAL WORK	
		TOTAL DUE	



8120 Gage Street
 Frederick, CO 80516
 Bus: (303) 665-6657

INVOICE



INVOICE NUMBER: **0081884**
 INVOICE DATE: 10/31/2022
 DUE DATE: **11/30/2022**
 SHIP DATE: 10/27/2022

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
102977	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102977	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102978	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102978	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102979	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102979	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00
102980	10.00	889-0200	WELD COUNTY LEAN CONCRETE	CY	129.00	1,290.00
102980	1.00	FUEL	FUEL SURCHARGE-CONCRETE	LOAD	9.00	9.00

Invoice for 12/12 has not been received yet, however 10 CY was placed under the existing concrete ditch and is priced per previous invoices as shown above.

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	5,196.00
Sales Tax	✓ 0.00
TOTAL AMOUNT DUE	5,196.00



DELIVERY TICKET
Greeley Plant #1 North

ORDER NUMBER
81884

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 102977	CUSTOMER ID AME09	ORDERED BY JOSEPH	P.O. NUMBER / JOB NUMBER NEED	TIME 8:29 AM	DATE 10/27/2022	DRIVER 7952
SOLD TO AMERICAN WEST		JOB DESCRIPTION WCR 74 & WCR 33		DELIVERY ADDRESS WCR 74 & WCR 33		TRUCK # 229
SPECIAL INSTRUCTIONS NORTHEAST CORNER						DUE AT JOB SLUMP 3.00 in
QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	MIX CODE	MIX DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
10.00	40.00	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 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 229	Driver 7952	User user	Disp Ticket Num 102977	Ticket ID 163222	Time 8:29	Date 10/27/22
Load Size 10.00 CY	Mix Code 889-0200	Returned	Qty	Mix Age Seq D	Load ID 118312	
Material	Design Qty	Required	Batched	Var	% Var	% Moisture
M-SAND	2067 lb	21389 lb	21440 lb	51	0.24%	3.36% A
#8	1000 lb	10000 lb	10500 lb	> 500	5.00%	
TYPE-I	377 lb	3770 lb	3840 lb	> 70	1.86%	
WATER	32.8 gal	241.8 gal	243.0 gal	1.2	0.49%	243.0 gal
AIR 360	1 oz	10 oz	9 oz	-1	-10.00%	
SIKA 475	6 cc	180 oz	180 oz	1	0.27%	
Actual	Num Batches: 2					
Load	37820 lb	Design W/C: 0.726				To Add: 0.0 gal
Slump:	3.00 in					
Actual W/C Ratio:	0.713					

PR Crew Time Sheet Entry List

All Crew Codes All Crew Sheets

All JC Companies Jobs: 2222- - 2222-Posting Dates: 11/21/22 - 11/21/22

Crew: CHAVEZ JOSE CHAVEZ CREW	Posting Date: 11/21/22	Sheet: 2	Status: Send Complete
JCCo: 1	Job: 2222- Weld CR /4-33 Intersection Waterline	Shift: 1	

Phase	Progress Units	UM	Cost Type	Phase	Progress Units	UM	Cost Type
1.	0125.00.00. PJNCHLIST & ROADWAY CAP EXTRAS	10.00	HR	2	5.		
2.					6.		
3.					7.		
4.					8.		

Employee Hours		Phase 1		Totals
Employee	Craft / Class	Reg		Reg
5 Delatorre, Agusin	1 / LabCommon			
395 Salazar Miranda, Salvador	1 / TR+Op	10.00	4 hours charged to T&M	10.00
407 Lopez, Daniel	1 / FENDLOD			
414 Chavez, Jose	1 / FOREMAN			
839 Sager, Justin M	1 / LabCommon			
852 Centeno, Jorge	1 / TR+Op			
854 Villalobos, Oscar	1 / LabCommon			
Grand Total:				10.00

Equipment Usage			Phase 1		Total
EMCo	Equipment	Employee	Usage		Usage
1	1149 2019 Ford F250	414			
1	1308 2006-Interratio	839			
1	3015 2015 CAT 950M	407			
1	4012 2014 Komatsu PC	395			
1	4022 2015 CAT 349 FL	395			
1	4090 Rental Excavato	395	5.00	4 hours charged to T&M	5.00
REMOVE FLOWFILL FROM WCR33 AND CAP ROAD WITH CONCRETE					

PR Crew Time Sheet Entry List

All JC Companies All Crew Codes All Crew Sheets
 Jobs: 2222- - 2222- Posting Dates: 12/12/22 - 12/12/22

Crew: CHAVEZ JOSE CHAVEZ CREW Posting Date: 12/12/22 Sheet: 1 Status: Awaiting Approval
 JCCo: 1 Job: 2222- Weld CR /4-33 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 **	11.00	HR	2	5.	
2.	0222.96.00.001	PLACE FLOWFILL @ I.LINE A,B,C & FH [623	10.00	CY	2	6.	
3.						7.	
4.						8.	

Employee Hours		Phase 1		Phase 2		Totals	
Employee	Craft / Class	Reg	Reg	Reg	Reg	Reg	Reg
5	Delatore, Agusin	1 / LabCommon	11.00				11.00
395	Salazar Miranda, Salvador	1 / SKDLOAD	11.00				11.00
407	Lopez, Daniel	1 / LabCommon	11.00				11.00
414	Chavez, Jose	1 / FOREMAN	11.00				11.00
839	Sager, Justin M	1 / LabCommon	11.00				11.00
852	Centeno, Jorge	1 / TR-Op	11.00				11.00
854	Villalobos, Oscar	1 / LabCommon	11.00				11.00
Grand Total:							77.00

Equipment Usage		Phase 1		Phase 2		Total	
EMCo	Equipment	Employee	Usage	Usage	Usage	Usage	Usage
1	1149 2019 Ford F250	414	11.00				11.00
1	1308 2006-Interratio	839					
1	3015 2015 CAT 950M	407					
1	3204 CAT 246C (2012)	395	11.00				11.00
1	4012 2014 Komatsu PC	395					
1	4022 2015 CAT 349 FL	395					
1	4030 John Deere 85G	852	11.00				11.00
TODAY WE LOOK FOR THE EXISTING WATER LINE TEE HAVE ISSUES LOCATING IT FOUND IT 80' EAST FROM THE LOCATE MARK CUT IT OUT AND SPLICE MAIN BACK POUR 10CY OF FLOWFILL BACKFILL AND CLEAN UP							



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 933/JD624	HR	\$ 150.00
70	WHEEL LOADER - CAT 950/JD644	HR	\$ 160.00
80	WHEEL LOADER - CAT 965/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 (SEM)	HR	\$ 175.00
310	20-36 KW GENERATOR	HR	\$ 35.00
320	SUBMERSIBLE PUMPS - ELECTRIC	HR	\$ 18.00
330	6" TRASH PLMP	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





November 23, 2022

Mr. Eric Reckentine
District Manager
North Weld County Water District
2825 CR 39, P.O. Box 56
Lucerne, CO 80646

RE: GIS Asset Management Phase III Proposal

Dear Mr. Reckentine:

This letter presents Trihydro Corporation's (Trihydro) proposed Phase III scope of work, schedule, and fee to continue providing technical support on North Weld County Water District's (NWCWD) Geographical Information System (GIS) data. Phase III, Data Maintenance, Support, and Upgrades continues maintenance and support from Phase II and expands functionality by leveraging NWCWD's GIS software investment. Phase III will also continue supporting requests from NWCWD staff and assisting with data requests from other organizations. Trihydro has discussed with NWCWD how we can get more benefit from the GIS in our weekly project status meetings and believe this proposal offers the best value. We propose to begin Phase III in January 2023, after completing Phase II in December 2022.

Our Phase III proposal is detailed below for your consideration.

PHASE III – DATA MAINTENANCE, SUPPORT, AND UPGRADES

For Phase III we propose to continue maintaining NWCWD's GIS data according to the workflow described below. We will also continue supporting NWCWD GIS requests and GIS data requests NWCWD may receive from other organizations. Additionally, Trihydro is proposing ArcGIS Enterprise upgrades to enhance NWCWD's GIS experience and to provide more functionality. These proposed upgrades are explained in more detail in Task 3C below.

Task 3A – Project Management

Our project manager, Brian Robeson, will facilitate open communication between NWCWD and project team members to achieve a successful project. He will assign daily tasks, coordinate review meetings, and provide meeting agendas. Additionally, Brian will provide a task schedule, monthly invoices, monthly progress reports, and quality assurance/quality control (QA/QC) reviews on deliverables prior to submittal.



Mr. Eric Reckentine
November 23, 2022
Page 2

Deliverables

- Meeting agendas and minutes
- Monthly invoices
- Monthly progress reports

Task 3B – Data Maintenance & Support

The data maintenance and support task will focus on field data quality control, responding to NWCWD GIS requests, and responding to GIS data requests NWCWD may receive from other agencies and contractors. We anticipate that NWCWD will continue providing field data using the current replica geodatabase workflow and the updated feature code library. We will incorporate data on a weekly basis into the Enterprise Geodatabase. Examples of NWCWD GIS requests include Enterprise Geodatabase data revisions, PDF map preparations, and other standard GIS requests. Examples of Enterprise Geodatabase data revisions may include service area boundary changes, GIS attribute data updates or revisions, or adjustments to water system features based on NWCWD review. Updates to the ArcGIS Enterprise web maps and apps running on Trihydro infrastructure are also included until Task 3C below is implemented. These updates may include adding or removing layers, layer configuration, and adding or removing built-in tools from the web app. If a new web app is needed, we will offer options and potential budget effects to help decide if this should be pursued. Data requests from other agencies will be provided in standard Esri formats.

Deliverables

- Weekly Enterprise Geodatabase and .dxf file updates.
- Response to NWCWD GIS requests.
- Data packages compiled as requested by other agencies and contractors in a standard Esri formats.

Task 3C – Upgrade ArcGIS Enterprise

Trihydro recommends NWCWD upgrade to the current version of ArcGIS Enterprise to take advantage of additional functionality, improved security, and productivity enhancements. NWCWD is currently running ArcGIS 10.3. This version will need to be upgraded to 10.9.1 before it can be upgraded to the current version, 11.0.

We propose to work with NWCWD to understand NWCWD's current IT system as it relates to upgraded software system requirements. Once system requirements are satisfied, we will work with NWCWD IT staff to upgrade both ArcMap/ArcGIS Pro and on-premise server software, ArcGIS Enterprise. We propose that NWCWD grant Trihydro administrative level access via remote desktop to the server(s) and admin logins to ArcGIS Enterprise to facilitate upgrades. After upgrades are complete, we will use the



Mr. Eric Reckentine
November 23, 2022
Page 3

credentials to maintain the GIS software, including the Geodatabase. The Geodatabase will return to NWCWD at this point. Since Trihydro will have access to both systems, this can be accomplished afterhours with an export/import operation. We will also use the credentials to publish and maintain the data, maps, and applications on ArcGIS Enterprise. Initially, we will publish on NWCWD's system the same set of data, maps, and apps that we currently have published on Trihydro's system. This set of data, maps, and apps will then be modified as requested. Field data will be collected following current procedures and written directly to the Enterprise Geodatabase using the GIS Module in Trimble Business Center. This will allow us to save time by eliminating the current replica geodatabase step. Trihydro will keep producing weekly .dxf file updates for the Trimble units.

Further productivity gains can be realized by omitting the Trimble workflow and switching to tablets and ArcGIS Field Maps. Trihydro recognizes this significantly changes workflows and obtaining NWCWD staff input is the best way to ensure needs are met. To make this process as smooth as possible, Trihydro proposes to identify suitable tablets and GNSS antennas, if needed. The current Trimble R10 GNSS antennas owned by NWCWD are compatible according to documentation, and Trihydro will confirm this by physically testing the connection using demonstration equipment. We will work with our vendors to secure demonstration equipment and test it on site with NWCWD staff. Trihydro will spend one day on site testing and the demonstration equipment will be available to NWCWD for one week. After equipment is selected, Trihydro will purchase the equipment, perform set up, and spend one day on site for hands-on NWCWD staff training. Trihydro recommends NWCWD implement Field Maps later in the year, after ArcGIS Enterprise has been upgraded and once staff are comfortable using it.

We also propose that NWCWD grant Trihydro administrative access to its ArcGIS Online organization. We recommend that NWCWD use ArcGIS Enterprise as its internal production system and establish a connection to ArcGIS Online to serve out public facing data, if desired. Alternatively, the two systems can be kept separate. At a minimum, ArcGIS Online will be used to license ArcGIS Pro.

This workflow represents the best value but is by no means the only option. We are happy to discuss other options, if desired.

Deliverables

- Upgraded ArcGIS Enterprise and ArcGIS Online.
- Response to NWCWD Enterprise/Online GIS requests.
- Tablets running ArcGIS Field Maps.
- Technical support and troubleshooting.



Mr. Eric Reckentine
November 23, 2022
Page 4

PHASE III – YEAR 1 FEE ESTIMATE

Based on the project understanding and scope of work discussed above, the fee estimate for Phase III is \$127,244. Tables 1-1 and 1-2 summarize the estimated costs and assumptions for each task. Our fee is based on the tasks outlined above, hourly rates, and expenses. We welcome an opportunity to meet and discuss/negotiate the proposed scope and fee estimate if this does not meet your expectations.

Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without your written authorization. Fees associated with activities or tasks outside the scope of work described, or delays beyond Trihydro's control will be invoiced according to the previously provided fee schedule.

SCHEDULE

Trihydro is available to commence Phase III work on January 2, 2023, and upon receipt of a signed contract amendment. Phase III will conclude Dec. 31, 2023, and can be negotiated on a yearly basis thereafter.

Phase III Schedule Details:

- Upgrade to ArcGIS Enterprise by June 30, 2023.
- Confirm receipt of staff support requests on the same business day and determine feasible deadlines with the requestor.
- Provide other agency and organization data deliverables within 48 hours when feasible.

We appreciate the opportunity to present this Phase III proposal to NWCWD and we look forward to continuing work with you. If you have questions or require additional information, please do not hesitate to contact us at (307) 745-7474.

Sincerely,
Trihydro Corporation

Brian Robeson
Project Manager


Richard Jacobson
Project Director

999-75Q-001

Attachment

TABLES

**TABLE 1-1. FEE ESTIMATE
GIS ASSET MANAGEMENT
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

		Trihydro Corporation			
		Professional Level 6	Professional Level 4	Technical Level 2	Labor Subtotal
TASK	DESCRIPTION	\$127	\$105	\$73	
Phase III	Phase I Title				
Task 3A	Project Management	27	3		\$3,744
Task 3B	Data Maintenance and Support	36		120	\$13,332
Task 3C	Upgrade ArcGIS Enterprise	165			\$20,955
	Phase III Subtotal (hours)	228	3	120	351
	Phase III Subtotal (\$)	\$28,956	\$315	\$8,760	\$38,031
	Total (hours)	228	3	120	351
	Total (\$)	\$28,956	\$315	\$8,760	\$38,031

Expenses						Task Total
Direct Reimbursables						
	Purchased Equipment	Shipping (i.e. Documents, Equipment, Supplies)	Rental Vehicle	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal	
	Cost + 10%	Cost	Cost	Cost + fuel		
					\$0	\$3,744
					\$0	\$13,332
	\$88,500	\$500	\$160	\$53	\$89,213	\$110,168
Cost	\$88,500	\$500	\$160	\$53	\$89,213	--
Subtotal	\$88,500	\$500	\$160	\$53	\$89,213	\$127,244
Cost	\$88,500	\$500	\$160	\$53	\$89,213	--
Total	\$88,500	\$500	\$160	\$53	\$89,213	\$127,244

**TABLE 1-2. PHASE III FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE III
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

Abbreviations

- CL – Clerical
 - PD – Project Director
 - PM – Project Manager
 - PTL – Project Technical Lead
-

Task 3A: Project Management

Activities

- Perform day-to-day project coordination.
- Routine Coordination with NWCWD.
- Review and submit monthly payment requests.
- Prepare monthly progress reports.
- Develop meeting agendas and draft meeting minutes.

Assumptions

- Work to commence January 2, 2023 and run through Dec. 31, 2023.
 - 2 hours per month, 30-minute, weekly team meetings with NWCWD; PM.
 - 0.25 hour per month for letter and document formatting; CL.
 - 0.25 hour per month for monthly meeting agendas, minutes, and progress reports; PM.
-

Task 3B: Data Maintenance & Support

Activities

- Data maintenance and quality control.
- Revise data based on NWCWD staff requests.
- Provide GIS support for routine requests for data from other agencies and contractors.
- Produce and maintain web maps and apps.

Assumptions

- Work to commence January 2, 2023 and run through Dec. 31, 2023.
- Additional field data will be written to the Enterprise Geodatabase by NWCWD as it is collected.
 - Data will be collected using the new feature code library.

**TABLE 1-2. PHASE III FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE III
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- New data will be available to NWCWD as soon as it is in the Enterprise Geodatabase.
 - Web maps and apps will not require programming/coding expertise.
 - 10 hours per month for data maintenance and routine GIS support; PTL.
 - 1.5 hours per month for web map, app maintenance; PM.
 - 1.5 hours per month for data review; PM.
-

Task 3C: Upgrade ArcGIS Enterprise

Activities

- Assist NWCWD with upgrade to current version of ArcMap/Pro and Enterprise.
- Set up NWCWD on-premise Enterprise and Online sites, users, and groups.
- Develop web maps and applications on NWCWD on-premise Enterprise and Online sites.
- Work with NWCWD staff to select new tablets, GNSS antennas (if needed), and necessary accessories.
- Purchase, set up, and train on new tablets, GNSS antennas (if needed), and necessary accessories.

Assumptions

- NWCWD IT systems meet or exceed minimum system requirements necessary to upgrade.
- NWCWD IT staff are available to assist.
- Two Trihydro GIS staff can be provided admin level access to NWCWD GIS systems to facilitate upgrade. This includes both server access via remote desktop and administrative login credentials to Enterprise and Online.
- NWCWD will designate someone as their GIS system administrator.
- Up to 5 NWCWD computers will receive ArcMap/Pro upgrades.
- One test deployment of ArcGIS Enterprise and one production deployment of ArcGIS Enterprise will be upgraded.
- ArcMap will be upgraded to version 10.8.1, the final release.
- ArcGIS Enterprise will be upgraded to version 10.9.1 if version 11.1 is not yet released by Esri at upgrade time.
- ArcGIS Enterprise will be upgraded as soon as practical depending on the assumptions above. The upgrade will not be spread throughout the year.
- Purchase of 5 tablets, 5 GNSS antennas (if needed), and necessary accessories are included.
 - Up to \$3,000 per tablet
 - Up to \$14,000 per GNSS antenna

**TABLE 1-2. PHASE III FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE III
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- Up to \$700 for required accessories per tablet/antenna.
 - Required accessories are poles, pole mounting devices, screen protectors
- NWCWD may purchase equipment directly, if desired.
- Only actual equipment cost will be billed to NWCWD.
- Equipment costs exceeding the approved budget will need to be approved by NWCWD before purchasing.
- NWCWD is the owner of purchased equipment.
- 90 hours for upgrade planning, deployment, and testing; PM.
- 20 hours for data migration, publishing, and web map/app set up; PM.
- 20 hours for equipment selection, coordination, and set up; PM.
- 20 hours for 2 days, 10 hours per day for 1 person on site; PM.
 - The 10 hours includes 3.25 hours round trip travel time.
 - 1 day for testing demo equipment.
 - 1 day for training on purchased equipment.
 - Per trip costs, total of 2 trips.
 - 200 miles round trip, \$80 for car rental, 30 MPG, \$4 per gallon fuel cost.
- 15 hours for Field Maps set up, deployment, and testing; PM.

PERMANENT WATER PIPELINE EASEMENT

This Permanent Water Pipeline Easement is made this ____ day of _____, 2022, by and between **K & M COMPANY, LLLP**, a Colorado limited liability limited partnership, which has a mailing address of P.O. BOX 449, Fort Collins, CO 80522 (“GRANTOR”), and the **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, CO 80524 (“GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Water Pipeline Easement (“Permanent Easement” or “Easement”) on, under, and across the real property legally described and depicted on Exhibit A (“Easement Area”) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado, for the purposes of :

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE’s activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE’s purposes. GRANTEE shall have the right to install access roads if determined necessary by GRANTEE.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;

6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE's activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE's activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement;

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE's facilities on or under the Permanent Easement or GRANTEE's use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Permanent Easement;
11. Impound water or other substance in, on or over the Permanent Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE's use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement.
15. Store or dispose of any dangerous, toxic, or hazardous substance in, on or under the Easement;
16. Install, alter or replace any fence on the Permanent Easement at near right angles to the water pipeline provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Use the Easement for any purpose except agriculture or open areas without the prior written

consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:

- a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
- b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
- c. Paved, gravel-surfaced or unsurfaced parking areas except, except use involving long-term storage;
- d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
- e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
- f. Granting of subsurface or surface easements within the Easement Area to other utility and cable service providers with the following provisions:
 - i. For utilities and cable services running parallel to GRANTEE's water pipeline(s) those other utility or cable services shall maintain a minimum ten (10) feet of horizontal separation from GRANTEE's water pipeline(s)
 - ii. For utilities and cable services crossing the GRANTEE's water pipeline(s) the crossings shall be at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility and/or cable services and the water pipeline and further subject to industry standards for crossings that may be applicable

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

NWCWD Prior Easement: North Weld County Water District ("NWCWD") has an interest in the Easement Area by virtue of an Easement and Right-of-Way Agreement dated January 22, 2001 and recorded March 27, 2002 at Reception No. 20020033460 in the Larimer County, Colorado records (the "NWCWD Easement"). The Easement granted by this Agreement is subject

to all permitted uses and rights of the NWCWD Easement by NWCWD. Except as otherwise required in the NWCWD Easement agreement, NWCWD shall not be required to seek approval or consent of any party to use any portion of its interest in the Easement Area included in the NWCWD Easement. GRANTEE and NWCWD acknowledge their respective easements are necessary for a public use, and GRANTEE and NWCWD will consider the existence of the respective utility facilities and improvements in future construction projects within the Easement Area and work in good faith to try and resolve any engineering conflicts or concerns which may arise. NWCWD agrees not to seek to extinguish, impact or impair the Easement being acquired under this Agreement and, by its signature below, consents to the granting and use of the Easement as provided in this Agreement. GRANTEE and NWCWD commit to replace or repair any existing improvements and to design and construct future improvements in, on, under or across the Easement Area, or any portion thereof, in a manner so as to protect in place and minimize any impact or interference with the easement of the other.

LWIC Prior Easement: The Larimer and Weld Irrigation Company (“LWIC”) may have an interest in the Easement Area by virtue of a prescriptive or statutory ditch easement for the width of the ditch and sufficient lands on each side of the ditch as are reasonably necessary to maintain, repair, operate and reasonably enjoy the use of such easement (the “LWIC Easement”). The Easement granted by this Agreement is subject to the LWIC Easement by LWIC.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE’S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties’ intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR’S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

K & M COMPANY, LLLP,
a Colorado limited liability limited partnership

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, as _____ of K & M COMPANY,
LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

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

By: _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-
municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENTING TO THE GRANTING AND USE OF THE EASEMENT AS PROVIDED IN THIS AGREEMENT

NWCWD:

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

By: _____
_____, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SCHEDULE OF FEES AND CHARGES

Adopted and Approved
January 9, 2023
Effective January 1, 2023

RAW WATER FEE \$ 73,500.00

PLANT INVESTMENT FEE \$ 20,250.00

The Plant Investment Fee is a one-time contribution per single-family equivalent unit (the "EQR") required of new Property Owners (or existing Property Owners requesting a change of use) to be used for capital investment in regional facilities and capital investment in transmission facilities. Regional and transmission facilities shall include, but are not limited to, transmission and distribution water pipelines and appurtenances, water treatment facility, water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system.

Fees for the following tap sizes will be calculated at the stated equivalent unit values multiplied by the Plant Investment Fee amount stated above:

¾" Size	1 EQR
1" Size	2 EQR
1½" Size	16 EQR
2" Size	20 EQR
Larger than 2" Size	As Determined by District

DISTANCE FEE AKA MILEAGE CHARGE \$300.00 per mile with minimum charge of \$1,500.00

The Distance Fee is calculated along County roads starting at the main tank site which is located at Highway 257 and Highway 14. This is for the line extension.

METER INSTALLATION FEE WITHOUT EXISTING CURB STOP Current Cost to District

METER INSTALLATION FEE WITH EXISTING CURB STOP \$ 2,100.00

SUBDIVISION SPECIFIC FEES

Soaring Eagle Ranch Line Extension Fee	\$ 750.00
Saddler PUD Non-Potable Tap Fee	\$ 3,000.00
Wildwing Non-Potable Tap Fee	\$ 5,000.00

The Raw Water Fees, Plant Investment Fees, Distance Fees, Meter Installation Fees Without Existing Curb Stop, Meter Installation Fee with Existing Curb Stop and Subdivision Specific Fees shall all be due and owing prior to the issuance of any building permit or the installation of a water meter, whichever occurs first.

MONTHLY POTABLE WATER SERVICE CHARGES

Base Rate (0 - 6,000 gals.)	\$ 26.64 flat rate
6,001 + gallons	\$ 4.44 per 1,000 gals.

MONTHLY NON-POTABLE WATER SERVICE CHARGES

1,000 + gallons	\$ 1.50 per 1,000 gals.
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<u>ALLOCATION SURCHARGE</u>	\$ 6.00 per 1,000 gals.
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Allocation surcharge is assessed when an account's year to date usage exceeds the water allocation amount, which equals the water class (as shown on the monthly bill) x 70% of one acre foot. *NOTE: Allocation Surcharge fees cannot be used to purchase additional water allocations.*

PLANT INVESTMENT SURCHARGE

Plant Investment Surcharge is assessed when an account's year to date usage exceeds the plant investment allocation, which equals the plant investment class (as shown on the monthly bill) x 70% of one acre foot. *NOTE: Plant Investment Surcharge fees cannot be used to purchase additional Plant Investments.*

Tier 1: 0 to 456,000 gals above Plant Investment Allocation	\$3.95 per 1,000 gals.
-------------------------------------------------------------	------------------------

The Monthly Potable Water Service Charges, Monthly Non-Potable Water Service Charges, Allocation Surcharge and Plant Investment Surcharge are due and owing by the fifteenth (15th) day of the month following the month in which billed.

<u>COMMITMENT LETTER FEE</u>	\$ 10.00 Per Lot
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For all Lots which an "intent to provide service" is denoted in a commitment letter to provide water services. Payment of the Commitment Letter Fee is due and owing at the time of application for water services.

<u>WATER SERVICE APPLICATION REVIEW FEE</u>	\$40.00 Per Lot
---------------------------------------------	-----------------

For multiple Lots in the same water service application, the maximum fee \$800.00. Payment of the Water Service Application Review Fee is due and owing at the time of application for water services.

<u>DEVELOPMENT REVIEW COST REIMBURSEMENT</u>	Pursuant to Resolution No. 20201214-04 Adopting a Development Review Cost Reimbursement Policy, as may be amended from time to time.
----------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------

<u>REVIEW AND INSPECTION FEES</u>	Current Cost to District
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For subcontractor costs, inspection, flushing, and testing of waterlines, backflow prevention devices, and appurtenances. Payment of the Review and Inspection Fees is due and owing prior to commencement of construction.

SUPPLEMENTAL FEE

Cost to District for acquisition of easements. Payment of the Supplemental Fee is due and owing at time of Water Service Agreement Reimbursement for costs, fees and expenses for acquisition of easements.

<u>SHUT OFF FEES</u>	\$	10.00 First Occurrence
	\$	25.00 Second Occurrence
	\$	50.00 Third and Subsequent Occurrences

Shut Off Fees are due upon cancellation and shall be paid, in full, prior to Turn On of water services.

MISCELLANEOUS FEES:

<u>CONSTRUCTION WATER FEE</u>	\$	17.37 per 1,000 gals.
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All construction water must be metered using a District provided meter and backflow assembly.

CONSTRUCTION METER FEES

Meter Rental Deposit	\$	1,100.00 (refundable)
Weekly Fee	\$	25.00 per week

FILL STATION FEE

Fill Station Rental Deposit	\$	1,100.00 (refundable)
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The Meter Rental Deposit and Fill Station Deposit are due and owing at time of rental and may be refundable.

The Construction Water Fee and Weekly Fee are due and owing within 30 days of the issuance of the bill.

<u>TRANSFER PAYMENT</u>	\$	25.00/occurrence
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The Transfer Payment is due and owing upon transfer of account from one responsible party and/or account holder to another.

PENALTY FEES / FINES:

<u>INSTALLATION OF ANY NON-METERED DEVICE</u>	\$	2,000.00/occurrence
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Installation of any device (i.e., “jumper”) to allow for circumvention of the District’s monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee.

UNAUTHORIZED TAMPERING WITH DISTRICT SYSTEMS OR METERS \$2,000.00/incident
Plus actual cost of damage, expense and loss.

<u>UNAUTHORIZED CONNECTION FEE</u>	\$	500.00/day until corrected
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Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

REPAIR OF BROKEN OR DAMAGED WATER METERS, METER PITS AND CURB STOP BOXES

100%¹ Plus any management and attorneys' fees and costs incurred for collections.

All Penalty Fees and/or Fines are due and owing within 30 days of receipt of the notice of fee or fine. Such Penalty Fees and/or Fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

PAYMENTS: Payment for each fee shall be made payable to North Weld County Water District and sent to the following address for receipt by the due date, as identified herein:

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

¹ A) If a Property Owner damages or breaks their water meter, the Property Owner shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes.

B) The District will notify the Property Owner of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Property Owner will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, interest fees may be added.

Honey Creek Resources, Inc.

MEMORANDUM

TO: ERIC RECKENTINE, NWCWD

FROM: GEORGE OAMEK

DATE: DECEMBER 2, 2021; UPDATED DECEMBER 5, 2022

SUBJECT: BASELINE PLANT INVESTMENT FEE, UPDATED

Background

This memorandum is an update to a December, 2021 memorandum summarizing calculations behind a baseline Plant Investment (PI) fee for the North Weld County Water District, based on industry standard practices. This update incorporates the most recent Capital Improvement Program (CIP) into the analysis. The term baseline is used because the PI fee has not yet been adjusted to distinguish District retail customers from wholesale town customers. Nor are any measures taken to distinguish customer classes.

Using common and accepted industry practices, the PI fee is calculated as the growth-related costs contained in a utility's long-term Master Plan, or similar document, divided by the number of new units coming on-line during this period. Ideally, the time frame considered would be 20 to 30 years, or through buildout. This was the case prior to 2021, when the District, with assistance from Providence Infrastructure, developed iterations of a 30-year Master Plan, with capital costs allocated to growth and to current customers and long-term. It also had developed demand projections for this same period. However, due to rapid growth pressures, plans for future capital expenditures were updated and accelerated in 2021 for the period 2021-2031 and again in 2022 for the period 2023-2032. At the same time, long-term demand projections were not changed but near-term PI fee revenues may be reduced due to a tap moratorium in parts of the District and until major infrastructure projects such as NEWT3 and Tank 1c can be completed.

Capital Costs

Figure 1 shows CIP cumulative capital expenditures as estimated in 2021 and 2022. It is apparent that the 2022 CIP revision, representing expenditures for the period 2023-32, results in significantly higher spending and will result in a higher PI fee.

Figure 2 shows the portion of cumulative CIP expenditures that form the basis of the PI fee by contributing to additional capacity in the system, benefitting growth and new users. The PI fees were intended to recover about \$80 million in growth-related expenditures in 2021, but this has been revised to approximately \$110 million for the 2023-2032 period.

It should be noted that all dollar figures shown are expressed at 2022 price levels and do not consider the impacts of probable cost escalations, or inflation, in the future. Therefore, any revisions to PI fees should consider the anticipated impacts of inflation by incorporating an annual cost escalator when implemented. This escalator can be based upon the Consumer or Producer Price Indices (CPI, PPI), or incorporate an alternative index, such as those provided by the periodical Engineering News Record (ENR) or the Handy-Whitman Index of construction costs.

Figure 1. Estimated cumulative capital expenditures based on 2021-based estimates and 2023-based estimates, excluding water rights purchases (in 2022 dollars).

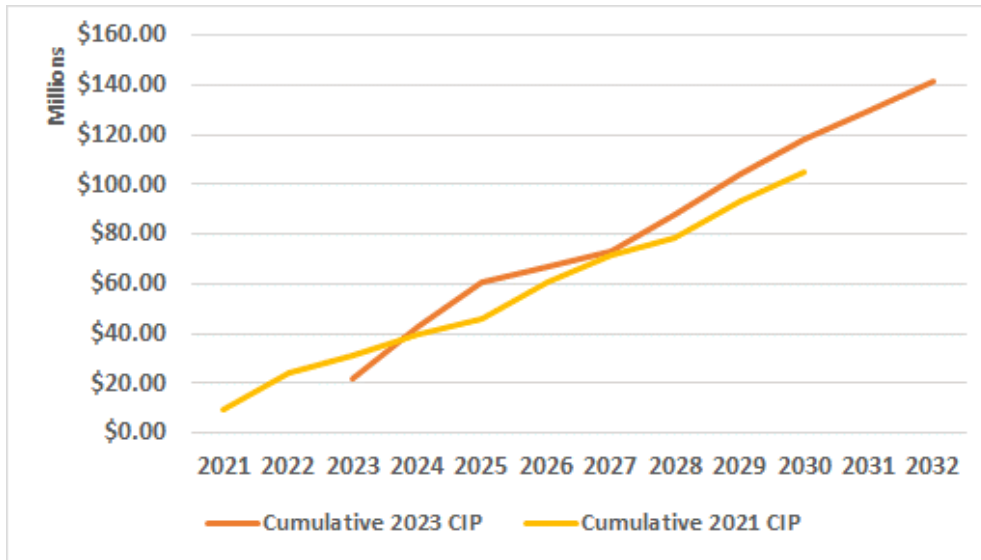
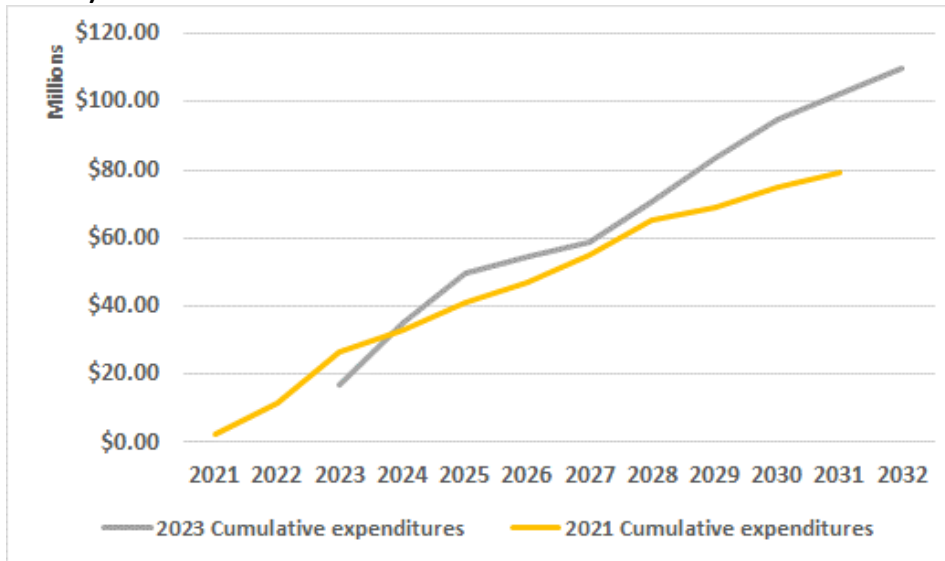


Figure 2. Annual growth-related expenditures based on 2021 and 2022 estimates, cumulative (in 2022 dollars).



Calculation of the PI Fee

As mentioned above, the PI fee is based on the sum of growth-related expenditures divided by the new taps coming on-line. This is generally the case, but some caution is used here because several of the assets in the CIP will have capacity to serve new customers coming into the system beyond the 10 years considered in the fee calculations, such as NEWT 3, Tank 1c, and water treatment plant expansions later

in the CIP's time-frame. Alternatively stated, there will still be some unused capacity that new customers beyond 2032 would not have to pay for if all of the costs of these three major projects are recovered in just 10 years. In response, annual equivalent estimate of growth-related capital costs are developed for these specific assets and divided by the annual average of new taps added during the 2023-32 period.

The annual equivalent growth-related capital cost is calculated as the annual average of growth-costs over the period 2021-31, excluding year 2022, plus the amortized annual cost of year 2022's expenditure if spread over 20 years at 2.5% interest.

- \$109.7 mil – \$40.0 million (NEWT3, Tank 1c, WTP expansion) = \$69.7 million, divided by 10 years, equals \$6.97 million annually.
- \$40.0 million growth expenditures amortized over 30 years at 3.0%, equals \$1.94 million. The amortization terms are intended to represent potential financing terms available to the District.
- The sum of these two components equals \$8.91 million.

Previous demand and usage estimates developed by Providence Infrastructure indicated that approximately 440 new taps would be added per year if tap moratoriums were not in place and infrastructure was not constraining. This would include District taps plus town taps. The resulting PI estimate is:

- ***\$8.91 million divided by 440 taps = \$20,250.***

As previously mentioned, these costs and resulting PI fee estimate is in 2022 dollars and should be adjusted annually with inflation. In addition, when a new Master Plan is completed, this analysis should revisit cost, capacity estimates, and demand estimates.

EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

	Comment	Ditesco		TriHydro		Total Difference (Ditesco Overages)
Property Acquisition Permitting, and Easements	TriHydro's proposal states under assumptions says: "district land agent will lead landowner through discussion for right of entry easement and acquisition." Ditesco has multiple fields with Easement and ROE acquisition	Ditesco Property Acq. Easements and Permitting:	\$166,744.00	TriHydro Property Acq. Easements and Permitting:	\$38,823.00	\$127,921.00
Meetings	TriHydro Lumps it's design meetings with submitting their 90% and 60% design as an action item, still ends up with less cost that Ditesco.	Ditesco Meetings:	\$152,691.00	TriHydro Meetings:	\$148,414.00	\$4,277.00
Potholing and Other Utility coordination	Trihydro does not mention potholing	Ditesco Other Utility Coord	\$199,649.00	TriHydro Other Utility Coord	\$52,863.00	\$146,786.00
Submittals, Pay Apps, RFI's	Ditesco Assumed 250 Submittals, while TriHydro assumed 50 per contract and 15 resubmittals	Ditesco Submittal, PayApps	\$274,477.00	TriHydro Submittals, Pay Apps	\$82,474.00	\$192,003.00
Drafting Plans Design	Ditesco is paying much more for subcontractors on cathodic protection and electrical. Ditesco has generally larger price tags on all waterline design	Ditesco Drafting	\$477,229.00	TriHydro Drafting	\$285,012.00	\$192,217.00
Inspection	Ditesco included post job rehabilitation. Vehicle costs, construction quality oversight and reports are the large factors.	Ditesco Inspection	\$898,208.00	TriHydro Inspection	\$701,201.00	\$197,007.00
Sum of Ditesco Overages						\$860,211.00

NEWT PIPELINE PROJECT PHASE 3

WORK PACKAGE 1

CONSTRUCTION CONTRACT

December 16, 2022

Engineer:

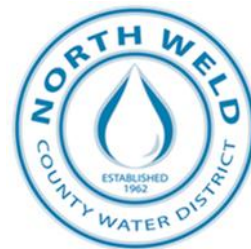
Providence Infrastructure Consultants, Inc.

Project and Construction Manager:

Ditesco, LLC

Owners:

East Larimer County Water District (ELCO)
North Weld County Water District (NWCWD)



NOTICE OF AWARD

Date of Issuance:

Owner: North Weld County Water District
East Larimer County Water District (the "Districts")

Owner's Contract No.: N/A

Engineer: Providence Infrastructure Consultants, Inc.

Engineer's Project No.: N/A

Project: NEWT Phase 3 Pipeline

Engineer's Project No.: N/A

Bidder: Garney Companies, Inc.

Contract Name: NEWT Phase 3 Pipeline

Bidder's Address: 7911 Shaffer Parkway, Littleton, CO 80127

TO BIDDER:

You are notified that Owner has accepted your Bid dated December 15, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the NEWT Phase 3 Pipeline Project.

The Contract Price of the awarded Contract is: **\$887,407.18**

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

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

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

1. Deliver to Owner [1] counterpart of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders, General Conditions, Articles 2 and 6; and Supplementary Conditions.
3. Other conditions precedent (if any): none

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

Within fifteen days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.2 of the General Conditions.

Owner: Districts

Authorized Signature

By:



Title: Project Manager

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (Guaranteed Maximum Price)**

THIS AGREEMENT is by and between North Weld County Water District (NWCWD)
East Larimer County Water District (ELCO) (“Owner”) and
acting jointly and severally, collectively the
“Districts”

Garney Companies Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: NEWT3 Pipeline Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: NEWT3 potable water transmission main comprising supply, installation, testing and commissioning of a new 42-inch welded steel pipeline spanning from approximately Timberline Road in Fort Collins, CO to County Road 13 in Weld County, CO. The project also includes installation of metering vaults, ARVs, bore/tunnel construction, site grading, paving and public and private property restoration.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Providence Infrastructure Consultants, Inc.
- 3.02 The Owner has retained Ditesco, LLC to act as Owner’s Representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner’s representative will also act as the Resident Engineer on the Project. All contract management items assigned to the Engineer in the Contract Documents will be the responsibility of the Owner’s Representative.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 220 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 250 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, the Guaranteed Maximum Price shall consist of the Cost of the Work plus a Contractor's fee for overhead and profit, both of which shall be determined as provided in Articles 6 and 7 below, subject to additions and deletions as provided in the Contract Documents and subject to the limitations set forth in Article 8 below. For all Work, Owner shall pay Contractor at the prices stated in Contractor's Bid, attached hereto as **Exhibit A**.

ARTICLE 6 – COST OF THE WORK

- 6.01 Cost of the Work shall be determined as provided in Paragraph 13.01 of the General Conditions.

ARTICLE 7 – CONTRACTOR'S FEE

- 7.01 Contractor's fee shall be determined as follows:
- A. A fixed fee of nine (9) percent, applied to the Cost of the Work, which shall be subject to increases or decreases for changes in the Work as provided in Paragraph 9.01.A below.

ARTICLE 8 – GUARANTEED MAXIMUM PRICE

- 8.01 Contractor guarantees that the maximum amount payable by Owner for the sum of the Cost of the Work plus Contractor's fee under Article 7 (Guaranteed Maximum Price) will not exceed \$ 887,407.18 (Eight Hundred eighty-seven thousand four hundred seven dollars and eighteen

cents), subject to increases or decreases for changes in the Work. The Guaranteed Maximum Price will not apply to Unit Price Work, if any in the contract.

ARTICLE 9 – CHANGES IN THE CONTRACT PRICE

- 9.01 The amount of any increases or decreases in Contractor's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
- A. If Contractor's fee is a fixed fee, any increase or decrease in the Contractor's fee resulting from net additions or decreases in the Cost of the Work shall be determined in accordance with Paragraph 11.04.C of the General Conditions, subject to any Guaranteed Maximum Price.

ARTICLE 10 – PAYMENT PROCEDURES

10.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

10.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 1st day of each month during construction as provided in Paragraphs 10.02.A.1 and 10.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:
- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below provided that, in the opinion of Engineer and Owner, satisfactory progress is being made on the Project, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
- 1) Ninety-five percent (95%) Cost of Work completed (with the balance being retainage).
 - 2) Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- b. Such retainage of the Contract Price shall be held by Owner until the Project is completed and finally accepted by Owner in accordance with the provisions hereof. Owner shall pay the full amount of such retainage to Contractor within sixty (60) days of final completion and acceptance, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to Contractor or a

subcontractor prior to final payment shall, among other matters, require written approval from the surety furnishing bonds pursuant to Article 6 of the General Conditions.

2. *For Contractor's fee:* Progress payments on account of the Contractor's fee will be made as follows:
 - a. If Contractor's fee is a fixed fee, payments prior to Substantial Completion will be in an amount equal to ninety-five percent (95%) of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work on the number of units completed). In the event there is no Schedule of Values the progress of the Work will be measured as provided elsewhere in the Contract.

10.03 *Final Payment*

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

ARTICLE 11 – INTEREST

- A. All amounts not paid when due shall bear interest at the rate of Current US Prime Rate per annum.

ARTICLE 12 – CONTRACTOR'S REPRESENTATIONS

12.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor,; and (3) Contractor's safety precautions and programs.

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

ARTICLE 13 – ACCOUNTING RECORDS

13.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 14 – CONTRACT DOCUMENTS

14.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Notice of Award (page 1).
 - 2. This Agreement (pages 1 to 11, inclusive); including 7 pages of **Exhibit A**
 - 3. Notice to Proceed (page 12).
 - 4. Performance bond (pages 13 to 15, inclusive).
 - 5. Payment bond (pages 16 to 18, inclusive).
 - 6. Certificate of Substantial Completion (page 19).
 - 7. General Conditions (pages 20 to 89, inclusive).
 - 8. Supplementary Conditions (pages 90 to 100, inclusive).
 - 9. Specifications or Project Manual (not attached but incorporated by reference) bearing the following general title: NEWT Pipeline Project Phase 3 Work Package 1 – Technical Construction Specifications, issued December 16, 2022.

10. Drawings (not attached but incorporated by reference) bearing the following general title: NEWT Pipeline Phase 3 Work Package 1, Construction Drawings.
 11. Addenda (not attached but incorporated by reference).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 - b. GMP Estimate Detail by Bid Item (not attached in hard copy of Contract, but included in electronic copy), (pages 1 to 7, inclusive).
 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 14.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 15 – MISCELLANEOUS

15.01 Terms

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

15.02 Assignment of Contract

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

15.03 Successors and Assigns

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

15.04 Severability

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

15.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 15.05:
1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

15.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **Appropriations.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. Districts shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made and a termination in such a fiscal year shall not be considered default.
- C. **Colorado Labor.** If the Project is financed in whole or in part by funds of the State or any county, municipality of the State, school district, special district, or other political subdivision of the state, and for which appropriation or expenditure for the Project exceeds \$500,000 for any fiscal year pursuant to §§ 8-17-101(2)(b), 24-103-908(1)(a), and 24-92-102(8), Colorado labor shall be employed to perform at least eighty percent (80%) of the work, unless such requirement is waived by the Owner in accordance with Section 8-17-101(1), C.R.S. "Colorado labor" means any person who is a resident of the State at the time of the Project. A "resident of the State" is a person who can provide a valid Colorado driver's license, a valid State-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.
- D. **Counterparts, Electronic Signatures and Electronic Records.** This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The

Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

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

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

OWNER:

CONTRACTOR:

North Weld County Water District

Garney Companies Inc.

By: _____

By:  _____
Bill Williams

Title: General Manager

Title: Director

(signed)

(signed)

Attest: _____

Attest:  _____

Title: _____

Title: Assistant Secretary



Address for giving notices:

Address for giving notices:
Garney Companies Inc.

7911 Shaffer Parkway

Littleton, CO 80127

License No.: N/A in the State of Colorado
(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

With Respect to Garney Companies, Inc.

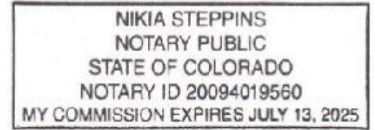
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Agreement was acknowledged before me this 21st day of December, 2022,
by Bill Williams, Director.

My commission expires: July 13, 2025



Notary Public



Owner:

East Larimer County Water District

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Mike Scheid

(typed or printed)

Title:

General Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

EXHIBIT A



NEWT PIPELINE PHASE 3 (CMAR)

NORTH WELD COUNTY AND EAST
LARIMER COUNTY WATER DISTRICTS

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

DECEMBER 15, 2022



7911 Shaffer Parkway
Littleton, CO 80127

Attn: Keith Meyer, Ditesco
2133 S. Timberline Road, Unit 110
Fort Collins, CO 80525

Mr. Meyer,

Attached you will find Garney Construction's Work Package No. 1 Estimate for the NEWT Pipeline Phase 3 Project. We included all work to complete the installation of the tunnel under Timberline Road, the removal of the existing CMP for Ditch No. 8 and the installation of a new culvert in Ditch. No 8. The estimate excludes the installation of cathodic protection at the trenchless crossing, as it will be damaged during the re-excavation of the casing pipe to install the carrier.

We look forward to our partnership on the NEWT Project over the next couple years, delivering a successful project for all.

If you need more information, please do not hesitate to contact me at 970.222.4124 or via email at ghaas@garney.com.

Respectfully submitted,
Garney Companies, Inc.

A handwritten signature in blue ink, appearing to read "Gary Haas".

GARY HAAS

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

SCHEDULE OF VALUES

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
9.1.2.2	Work Package No. 1 - Timberline Road & No. 8 Ditch				\$ -
9.1.2.2	Mobilization & Demobilization	1.0	LS	\$ 14,785.30	\$ 14,785.30
9.1.2.2	Traffic Control	1.0	LS	\$ 16,813.00	\$ 16,813.00
9.1.2.2	Permits - COFC Traffic Control & COFC ROW	1.0	LS	\$ 379.60	\$ 379.60
9.1.2.2	Erosion Control and Stormwater Management	1.0	LS	\$ 9,557.00	\$ 9,557.00
9.1.2.2	Vehicle Tracking Pad	2.0	EA	\$ 3,700.00	\$ 7,400.00
9.1.2.2	Construction Staking and Surveying	1.0	LS	\$ 4,960.00	\$ 4,960.00
9.1.2.2	Timberline Road - Trenchless Crossing	149.0	LF	\$ 3,215.43	\$ 479,099.07
9.1.2.2	No. 8 Ditch - 54" Casing Pipe & Excavation	80.0	LF	\$ 1,085.35	\$ 86,828.00
9.1.2.2	No. 8 Ditch - Excavation & Culvert Pipe	100.0	LF	\$ 1,108.68	\$ 110,868.00
9.1.2.1	General Conditions	1.0	LS	\$ 63,802.85	\$ 63,802.85
					\$ -
	Contract Subtotal			\$ 794,492.82	\$ -
					\$ -
9.1.2.1	Bond - 1% of Total Contract Amount		1.00%	\$ 7,944.93	\$ -
9.1.2.1	Insurance - 1.36% Total Contract Amount		1.36%	\$ 10,805.11	\$ -
					\$ -
	Contract Subtotal - 9.1.2.1 & 9.1.2.2			\$ 813,242.86	\$ -
					\$ -
9.1.4	Construction Manager Fee		9.00%	\$ 74,164.32	\$ -
					\$ -
	WORK PACKAGE ONE SUBTOTAL			\$ 887,407.18	\$ -

ESTIMATE

BID ITEM	CATEGORY	TYPE	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	DBE MBE WBE SBA	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
9.1.2.2 Work Package No. 1 - Timberline Road & No. 8 Ditch					0	0							\$ -
9.1.2.2 Mobilization & Demobilization					1		LS						\$ 14,785.30
Notes:													
9.1.2.2	Garney	Crew	CMAR Support Crew	1.0	1.00	1.00	Shifts				\$ 8,835.30	\$ 8,835.30	
9.1.2.2	Lowboys	Material	Mobilization Tab	1	1.00	1.00	LS				\$ 5,950.00	\$ 5,950.00	
9.1.2.2 Traffic Control					1		LS						\$ 16,813.00
Notes:													
9.1.2.2	Traffic Control	Subcontract	Shoulder Closure	1	2.00	2.00	MO				\$ 1,400.00	\$ 2,800.00	
9.1.2.2	Traffic Control	Subcontract	Flaggers	8	5.00	40.00	HR				\$ 48.00	\$ 1,920.00	
9.1.2.2	Traffic Control	Subcontract	Daily Inspections	7	8.66	60.62	DAY				\$ 150.00	\$ 9,093.00	
9.1.2.2	Traffic Control	Subcontract	MHT	1	1.00	1.00	LS				\$ 500.00	\$ 500.00	
9.1.2.2	Traffic Control	Subcontract	Mobilization	1	1.00	1.00	LS				\$ 2,500.00	\$ 2,500.00	
9.1.2.2 Permits - COFC Traffic Control & COFC ROW					1		LS						\$ 379.60
Notes:													
9.1.2.2	Permit	Subcontract	City Of Fort Collins - ROW Permit	1	1.00	1.00	LS				\$ 344.60	\$ 344.60	
9.1.2.2	Permit	Subcontract	City Of Fort Collins - Traffic Control Permit (One Time Fee)	1	1.00	1.00	LS				\$ 35.00	\$ 35.00	
9.1.2.2 Erosion Control and Stormwater Management					1		LS						\$ 9,557.00
Notes:													
9.1.2.2	Aggregate	Material	Stabilized Staging Area	93	1.00	93.00	Tons				\$ 34.00	\$ 3,162.00	
9.1.2.2	Erosion Control	Subcontract	Silt Fence	1	1,425.00	1,425.00	LF				\$ 1.50	\$ 2,137.50	
9.1.2.2	Erosion Control	Subcontract	Fiber Roll/Wattle	1	200.00	200.00	LF				\$ 2.70	\$ 540.00	
9.1.2.2	Erosion Control	Subcontract	Coconut Blanket & Hand Seeding @ No. 8 Ditch	1	150.00	150.00	SY				\$ 3.45	\$ 517.50	
9.1.2.2	Erosion Control	Subcontract	Erosion Control Mobilization	1	2.00	2.00	EA				\$ 400.00	\$ 800.00	
9.1.2.2	Erosion Control	Subcontract	Temporary Seeding & Stabilization	1	1.00	1.00	AC				\$ 1,200.00	\$ 1,200.00	
9.1.2.2	Erosion Control	Subcontract	Temporary Seeding & Stabilization Mobilization	1	1.00	1.00	LS				\$ 1,200.00	\$ 1,200.00	
9.1.2.2 Vehicle Tracking Pad					2		EA						\$ 7,400.00
Notes:													
9.1.2.2	Erosion Control	Subcontract	Vehicle Tracking Pad	1	2.00	2.00	EA				\$ 3,700.00	\$ 7,400.00	
9.1.2.2 Construction Staking and Surveying					1		LS						\$ 4,960.00
Notes:													
9.1.2.2	Survey	Subcontract	Calculation & Control	1	1.00	1.00	LS				\$ 2,560.00	\$ 2,560.00	
9.1.2.2	Survey	Subcontract	Timberline Trenchless	1	1.00	1.00	LS				\$ 1,000.00	\$ 1,000.00	
9.1.2.2	Survey	Subcontract	Ditch No. 8 Open Cut Casing	1	1.00	1.00	LS				\$ 600.00	\$ 600.00	
9.1.2.2	Survey	Subcontract	Ditch No. 8 Culvert Installation	1	1.00	1.00	LS				\$ 400.00	\$ 400.00	
9.1.2.2	Survey	Subcontract	Easements	1	1.00	1.00	LS				\$ 400.00	\$ 400.00	

ESTIMATE

BID ITEM	CATEGORY	TYPE	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	DBE MBE WBE SBA	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
9.1.2.2 Timberline Road - Trenchless Crossing					149		LF						\$ 479,098.75
Notes:													
9.1.2.2	Garney	Crew	CMAR Support Crew	1.0	149.00	1.00	Shifts				\$ 8,835.30	\$ 8,835.30	
9.1.2.2	Rental	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0	1.00	1.00	Lump Sum				\$ -	\$ 19,075.45	
9.1.2.2	Trenchless	Subcontract	BT Construction - Auger Bore 54 x .625 Wall	1	150.00	150.00	LF				\$ 2,567.00	\$ 385,050.00	
9.1.2.2	Trucking	Subcontract	Tandem - Bore pit Excavation	3	10.00	30.00	HR				\$ 105.00	\$ 3,150.00	
9.1.2.2	Geotechnical	Subcontract	Kilduff - Geotechnical Instrument & Monitoring Plan	1	1.00	1.00	LS				\$ 3,500.00	\$ 3,500.00	
9.1.2.2	Geotechnical	Subcontract	Kilduff - Field Services	1	1.00	1.00	LS				\$ 21,573.00	\$ 21,573.00	
9.1.2.2	Potholing	Subcontract	Badger - UMP Installation & Utility Potholing	2	7.00	14.00	HR				\$ 305.50	\$ 4,277.00	
9.1.2.2	Dewatering	Subcontract	Ground Water Dewatering	1	1.00	1.00	LS				\$ 20,000.00	\$ 20,000.00	
9.1.2.2	Aggregate	Material	3/8" Pea Gravel	20	6.00	120.00	Tons				\$ 21.00	\$ 2,520.00	
9.1.2.2	Aggregate	Material	1.5" Crushed	50	1.00	50.00	Tons				\$ 38.00	\$ 1,900.00	
9.1.2.2	Aggregate	Material	Class 5/6 Road base	56.00	1.00	56.00	Tons				\$ 38.00	\$ 2,128.00	
9.1.2.2	Permit	Material	Dewatering Permit	1	1.00	1.00	EA				\$ 750.00	\$ 750.00	
9.1.2.2	Permit	Material	Construction Dewatering Plan (CDP) Development	1	1.00	1.00	EA				\$ 1,200.00	\$ 1,200.00	
9.1.2.2	Haul Off	Material	Haul Off	2	1.00	2.00	HR				\$ 105.00	\$ 210.00	
9.1.2.2	Permit	Subcontract	Dewatering Samples (1 Per Week/Outfall Location)	1	8.00	8.00	EA				\$ 425.00	\$ 3,400.00	
9.1.2.2	Permit	Subcontract	Dewatering Samples (1 Month + 6 Metals/Outfall Location)	1	2.00	2.00	EA				\$ 570.00	\$ 1,140.00	
9.1.2.2	Permit	Subcontract	Discharge Monitoring Reporting	1	2.00	2.00	EA				\$ 195.00	\$ 390.00	
9.1.2.2 No. 8 Ditch - 54" Casing Pipe & Excavation					80		LF						\$ 86,827.98
Notes:													
9.1.2.2	Garney	Crew	CMAR Support Crew	4.0	80.00	4.00	Shifts				\$ 8,835.30	\$ 35,341.19	
9.1.2.2	Rental	Rental	Total Rental Costs from Rental Tab for this Bid Item	1.0	1.00	1.00	Lump Sum				\$ -	\$ 2,882.96	
9.1.2.2	Casing	Pipe	Open Cut Casing Pipe .625 Wall	1	80.00	80.00	LF				\$ 430.00	\$ 34,400.00	
9.1.2.2	Aggregate	Material	Pipe Bedding	2.33	80.00	186.52	LF				\$ 34.00	\$ 6,341.61	
9.1.2.2	Aggregate	Material	1.5" Crushed	0.89	80.00	71.11	LF				\$ 38.00	\$ 2,702.22	
9.1.2.2	Misc. Supply	Material	Geotextile Fabric	1	1.00	1.00	ROLL				\$ 1,500.00	\$ 1,500.00	
9.1.2.2	Welding	Subcontract	Welding Joint Price	1	4.00	4.00	EA				\$ 600.00	\$ 2,400.00	
9.1.2.2	Welding	Subcontract	Welding Fit up	2	4.00	8.00	HR				\$ 105.00	\$ 840.00	
9.1.2.2	Welding	Subcontract	Welding Mobilization	2	2.00	4.00	HR				\$ 105.00	\$ 420.00	

ESTIMATE

BID ITEM	CATEGORY	TYPE	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	DBE MBE WBE SBA	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
9.1.2.2 No. 8 Ditch - Excavation & Culvert Pipe					100		LF						\$ 110,867.78
Notes:													
9.1.2.2	Garney	Crew	CMAR Support Crew	1.0	100.00	1.00	Shifts				\$ 8,835.30	\$ 8,835.30	
9.1.2.2	Garney	Crew	CMAR Support Crew	4.0	100.00	4.00	Shifts				\$ 8,835.30	\$ 35,341.19	
9.1.2.2	Storm	Pipe	10 GA Galvanized Corrugated Steel Arch Pipe	1	100.00	100.00	LF				\$ 500.00	\$ 49,999.96	
9.1.2.2	Storm	Pipe	112 x 75 Arched Flared End Section	1	1.00	1.00	LF				\$ 6,900.00	\$ 6,900.00	
9.1.2.2	Aggregate	Material	Pipe Bedding	2.42	100.00	242.16	Tons				\$ 34.00	\$ 8,233.34	
9.1.2.2	Concrete	Material	Cut Off Wall	8.00	1.00	8.00	CY				\$ 168.50	\$ 1,348.00	
9.1.2.2	Haul Off	Material	Haul Off	2	1.00	2.00	HR				\$ 105.00	\$ 210.00	
9.1.2.1 General Conditions					1		LS						\$ 63,802.85
Notes:													
9.1.2.1	Garney	Crew	CMAR Project Mgmt.	24.0	1.00	24.00	Shifts				\$ 2,015.00	\$ 48,360.00	
9.1.2.1	Small Tools	Material	Small Tools - % on Labor (no fringe)	8.0%	1.00	0.08	Labor Hours				\$ 101,539.50	\$ 8,123.16	
9.1.2.1	Small Tools	Material	Small tools SAFETY - %	1.5%	1.00	0.02	Labor Hours				\$ 101,539.50	\$ 1,523.09	
9.1.2.1	Safety	Material	Safety Personnel - %	1.5%	1.00	0.02	Labor Hours				\$ 101,539.50	\$ 1,523.09	
9.1.2.1	Risk	Material	Workers Comp Claim Reserve	1.5%	1.00	0.02	Labor Hours				\$ 101,539.50	\$ 1,523.09	
9.1.2.1	Builders Risk	Material	Builders Risk Insurance	1.00	1.00	1.00	Lump Sum				\$ 1,295.81	\$ 1,295.81	
9.1.2.1	Insurance	Material	Protective Liability	1.00	1.00	1.00	Lump Sum				\$ 115.00	\$ 115.00	
9.1.2.1	Office	Material	Port-a-Jons	1	2.00	2.00	MONTHS				\$ 150.00	\$ 300.00	
9.1.2.1	Office	Material	Dumpsters	2	1.00	2.00	MONTHS				\$ 500.00	\$ 1,000.00	
9.1.2.1	Water	Material	Construction Water	1	180.00	180.00	Linear Feet				\$ 0.22	\$ 39.60	

CREW

CREW DESCRIPTION	TYPE	RESOURCE DESCRIPTION	QUANTITY	HOURS PER WEEK Per Resource	BASE HOURLY RATE	MONTHLY VEHICLE ALLOWANCE	MONTHLY PER DIEM (Salary EO's prorated to Hours/week)	SALARIED MAN-HOURS	HOURLY MAN-HOURS	WEEKLY SALARIED PAYROLL Reg Time	WEEKLY HOURLY PAYROLL Reg Time	WEEKLY HOURLY PAYROLL Over Time	WEEKLY PER DIEM	WEEKLY EQUIPMENT FUEL	WEEKLY EQUIPMENT SHORT TERM WEAR & OP COSTS	WEEKLY EQUIPMENT LEASE COST	WEEKLY RENTAL EQUIPMENT	WEEKLY VEHICLE ALLOWANCE	SUB TOTAL	TOTAL WEEKLY & DAILY CREW COSTS	
																				CMAR Project Mgmt.	
CMAR Project Mgmt.	Labor: Salary	Sr. Project Manager	1	20	\$ 164.00	\$ 1,110	\$ -	20		\$ 3,280			\$ -	\$ 200				\$ 278	\$ 3,758	\$ 10,075	TOTAL WEEKLY CMAR CREW COST
CMAR Project Mgmt.	Labor: Salary	Project Manager	1	40	\$ 141.00	\$ 1,110	\$ -	40		\$ 5,640			\$ -	\$ 400				\$ 278	\$ 6,318	\$ 2,015	TOTAL DAILY CMAR CREW COST
																				CMAR Pipe Crew	
CMAR Pipe Crew	Labor: Salary	Sr. Superintendent	1	40	\$ 181.00	\$ 1,330	\$ 2,250	40		\$ 7,240			\$ 520	\$ 400				\$ 333	\$ 8,492	\$ 108,206	TOTAL WEEKLY CMAR CREW COST
CMAR Pipe Crew	Labor: Salary		0	40		\$ -	\$ 1,250	0		\$ -			\$ -	\$ -				\$ -	\$ -	\$ 21,641	TOTAL DAILY CMAR CREW COST
CMAR Pipe Crew	Labor: Salary	Project Engineer	2	40	\$ 94.00	\$ 890	\$ 1,500	80		\$ 7,520			\$ 693	\$ 800				\$ 445	\$ 9,458		
CMAR Pipe Crew	Labor: Craft	Equipment Operator 1	1	55	\$ 83.00	\$ -	\$ 1,500		55		\$ 3,320	\$ 1,868	\$ 346	\$ -				\$ -	\$ 5,534		
CMAR Pipe Crew	Labor: Craft	Equipment Operator 2	1	55	\$ 70.00	\$ -	\$ 1,500		55		\$ 2,800	\$ 1,575	\$ 346	\$ -				\$ -	\$ 4,721		
CMAR Pipe Crew	Labor: Craft	Equipment Operator 3	2	55	\$ 70.00	\$ -	\$ 1,500		110		\$ 5,600	\$ 3,150	\$ 693	\$ -				\$ -	\$ 9,443		
CMAR Pipe Crew	Labor: Craft	Equipment Operator 3	1	55	\$ 70.00	\$ -	\$ 1,500		55		\$ 2,800	\$ 1,575	\$ 346	\$ -				\$ -	\$ 4,721		
CMAR Pipe Crew	Labor: Craft	Pipelayer 1	2	55	\$ 62.00	\$ -	\$ 1,500		110		\$ 4,960	\$ 2,790	\$ 693	\$ -				\$ -	\$ 8,443		
CMAR Pipe Crew	Labor: Craft	Laborer 1	3	55	\$ 60.00	\$ -	\$ 1,500		165		\$ 7,200	\$ 4,050	\$ 1,039	\$ -				\$ -	\$ 12,289		
CMAR Pipe Crew	Equipment	Excavator: Cat 395 - 188K LB EXC	1	50										\$ 5,350	\$ 3,185	\$ 9,369			\$ 17,903		
CMAR Pipe Crew	Equipment	Excavator: Cat 352 - 110K LB EXC	1	50										\$ 2,375	\$ 3,317	\$ 5,046			\$ 10,738		
CMAR Pipe Crew	Equipment	Loader: Deere 644P - 4.0 CY 4WD	1	50										\$ 1,375	\$ 495	\$ 2,204			\$ 4,074		
CMAR Pipe Crew	Equipment	Loader: Deere 624P - 3.5 CY 4WD	1	50										\$ 1,050	\$ 595	\$ 2,118			\$ 3,762		
CMAR Pipe Crew	Equipment	Dozer : Cat D6 - 225HP LCD	1	50										\$ 2,000	\$ (20)	\$ 4,534			\$ 6,514		
CMAR Pipe Crew	Rental	TRUCK WATER 2000-2999 GAL CDL	1	50										\$ 1,025	\$ 175		\$ 914		\$ 2,114		
																				CMAR Support Crew	
CMAR Support Crew	Labor: Salary	Superintendent	1	40	\$ 147.00	\$ 1,330	\$ 2,250	40		\$ 5,880			\$ 520	\$ 400				\$ 333	\$ 7,132	\$ 44,176	TOTAL WEEKLY CMAR CREW COST
CMAR Support Crew	Labor: Salary		0	40		\$ -	\$ -	0		\$ -			\$ -	\$ -				\$ -	\$ -	\$ 8,835	TOTAL DAILY CMAR CREW COST
CMAR Support Crew	Labor: Craft	Equipment Operator 1	1	55	\$ 83.00	\$ -	\$ 1,500		55		\$ 3,320	\$ 1,868	\$ 346	\$ -				\$ -	\$ 5,534		
CMAR Support Crew	Labor: Craft	Equipment Operator 3	1	55	\$ 70.00	\$ -	\$ 1,500		55		\$ 2,800	\$ 1,575	\$ 346	\$ -				\$ -	\$ 4,721		
CMAR Support Crew	Labor: Craft	Laborer 1	3	55	\$ 60.00	\$ -	\$ 1,500		165		\$ 7,200	\$ 4,050	\$ 1,039	\$ -				\$ -	\$ 12,289		
CMAR Support Crew	Equipment	Excavator: Cat 352 - 110K LB EXC	1	50										\$ 2,375	\$ 3,317	\$ 5,046			\$ 10,738		
CMAR Support Crew	Equipment	Loader: Deere 624P - 3.5 CY 4WD	1	50										\$ 1,050	\$ 595	\$ 2,118			\$ 3,762		

SECTION 00550

NOTICE TO PROCEED

Owner: North Weld County Water District
East Larimer County Water District (the "Districts") Owner's Contract No.: N/A

Contractor: Garney Companies, Inc. Contractor's Project No.: N/A

Engineer: Providence Infrastructure Consultants, Inc. Engineer's Project No.: N/A

Project: NEWT Phase 3 Pipeline Contract Name: NEWT Phase 3 Pipeline

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **January 9, 2023**. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 220, and the number of days to achieve readiness for final payment is 250.

The initial package of work (**NEWT Phase 3 Pipeline – Work Package 1**) shall be completed in **60 calendar days** from the issuance of this notice to proceed.

Before starting any Work at the Site, Contractor must comply with the following:
None

Owner: Districts

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

SECTION 00610
PERFORMANCE BOND

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

SURETY *(name and address of principal place of business):*

OWNER
North Weld County Water District
East Larimer County Water District (the "Districts")
232 S. Link Lane
Fort Collins, CO 80524

CONSTRUCTION CONTRACT
Effective Date of the Agreement: **January 9, 2023**
Amount: **\$887,407.18**
Description: NEWT Phase 3 Pipeline – Work Package 1

BOND
Bond Number:
Date:
Amount: **\$887,407.18**
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor's Name and Corporate Seal *(seal)*

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

SURETY

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



**SECTION 00615
PAYMENT BOND**

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

SURETY *(name and address of principal place of business):*

OWNER:
North Weld County Water District
East Larimer County Water District (the "Districts")
232 S. Link Lane
Fort Collins, CO 80524

CONSTRUCTION CONTRACT

Effective Date of the Agreement: **January 9, 2023**
Amount: **\$887,407.18**
Description: NEWT Phase 3 Pipeline – Work Package 1

BOND

Bond Number:
Date:
Amount:
Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

(seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

SECTION 00625

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: North Weld County Water District East Larimer County Water District (the "Districts")	Owner's Contract No.: N/A
Contractor: Garney Companies, Inc.	Contractor's Project No.: N/A
Engineer: Providence Infrastructure Consultants, Inc.	Engineer's Project No.: N/A
Project: NEWT Phase 3 Pipeline	Contract Name: NEWT Phase 3 Pipeline

This Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



TPG Proposal – Table of Contents

Project: Newt Pipeline Phase 3

1. NEWT Phase 3 – C200 Steel Pipe SOV (Pipe Price includes supply bond)
2. TPG's Proposal
3. TPG Qualifications
4. TPG Historical Project List
5. TPG Project Case Studies
6. SPFA Certificate
7. TPG Key Personal
8. TPG Corporate Organization Chart
9. TPG Production Organization Chart

NEWT Pipeline, Phase 3 - Transmission Pipeline

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

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

- Note : 1** Milestone: Complete Submittal Package Including Front End by February 6th, 2022 and Initial Lay Schedule shall be submitted no later than April 1st, 2022.
- Note : 2** Manufacturer shall maintain manufacturing and delivery milestones as outlined in this document and in the RFP.
- Note : 3** Delivery to be at the rate shown and is to be spread between 1-2 headings.
- Note : 4** **Bidder to identify gross tons of steel to be procured for manufacture of entire order, inclusive of any production loss. Application for payment shall be made upon receipt steel, not to exceed stated gross tons X American Metal Market, Hot Rolled Coil index in effect at time of NTP + 20%. Payment received for coil shall be deductively prorated from unit price invoice of steel pipe, bid items 2 & 7.**

Early Out Materials Package

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

500.00	Linear Feet	\$ 18.83	\$ 9,415.00
1.00	Each	\$ 3,442.00	\$ 3,442.00
1.00	Each	\$ 30.00	\$ 30.00
1.00	Each	\$ 78.00	\$ 78.00
1.00	Linear Feet	\$ 3.00	\$ 3.00
TOTAL AMOUNT BID			\$ 4,956,824.70

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

Company Name: Thompson Pipe Group - Pressure, Inc

Manufacturing Location: Grand Prairie, TX 75050

***** Please see cover page of Thompson's proposal for information dealing with escalation & other commercial terms *****



Date: Wednesday, December 21, 2022
Quote #: 200612-5698

FOR INFORMATION AND TO PLACE AN ORDER CALL:

Name: Cody Vandiver
Phone #: (214) 208-4889
Email: cvandiver@thompsonpipegroup.com

We propose furnishing the following Pipe and Fittings manufactured in accordance with the applicable AWWA Standard, at the prices and conditions listed for this project:

Project: Fort Collins, CO - Newt Pipeline Phase 3
Bid Date: Wednesday, December 21, 2022
Engineer: Garney (CMAR)

Take-offs are provided as a courtesy only and we make no representation or warranty regarding their accuracy or completeness. You therefore remain responsible for verifying our calculations prior to manufacture and shipment. Any changes to the listed materials must be negotiated and will be charged on the basis of our Standard Price List.

In the event of escalation of steel prices, additional charges shall be based on American Metal Markets Hot Rolled Coils Index, FOB Midwest Mill. The pipe pricing adjustment shall be: for every \$1.00/cwt in movement in steel price indices; pipe selling price will be adjusted by 1 ½ %.

Thompson Pipe Group's price proposal submitted to Garney on 12/21/2022 for the Newt Phase 3 Pipeline project in Fort Collins, CO is not subject to the 2% rebate. TPG's price included in our bid is TPG's submitted total price based on the current drawings.

Addendums acknowledged to date: 2

Bid Item 2 - AWWA C200 WSP, Installed in Open Cut

Bid Item 2 Total

\$4,480,991

\$ 163.84 per/LF

Pipe:

<u>Footage</u>	<u>Size</u>	<u>Description</u>
27350	42"	AWWA C200 Spiral Welded Steel Pipe (CL175-24) CML PUC w/LW Joints 183 LB/LF 50 LL

Bid Item 3 - Bevel (2.1 to 5.0 Degree)

Bid Item 3 Total

\$213

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	Bevel (2.1 to 5.0 Degree)

Bid Item 4 - 1-Cut 5 to 22.5 Degree Elbow

Bid Item 4 Total

\$5,298

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	1-Cut 5 to 22.5 Degree Elbow

Bid Item 5 - 2-Cut 22.6 to 45.0 Degree Elbow

Bid Item 5 Total

\$7,620

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	2-Cut 22.6 to 45.0 Degree Elbow

Bid Item 6 - 3-Cut 45.1 to 67.5 Degree Elbow

Bid Item 6 Total

\$10,406

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	3-Cut 45.1 to 67.5 Degree Elbow

Bid Item 7 - 4-Cut 68.0 to 90.0 Degree Elbow

Bid Item 7 Total

\$37,038

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	4-Cut 68.0 to 90.0 Degree Elbow

Bid Item 8 - AWWA C200 WSP, Installed in Trenchless Condition

Bid Item 8 Total

\$152,049

\$ 160.05 per/LF

Pipe:

<u>Footage</u>	<u>Size</u>	<u>Description</u>
950	42"	AWWA C200 Spiral Welded Steel Pipe (CL175-24) CML PUC w/LW Joints 183 LB/LF 25 LL

Bid Item 9 - x 6" CL.E Flange Outlet

Bid Item 9 Total

\$1,575

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	x 6" CL.E Flange Outlet

Bid Item 10 - x 8" CL.E Flange Outlet

Bid Item 10 Total

\$1,790

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	x 8" CL.E Flange Outlet

Bid Item 11 - x 10" CL.E Flange Outlet

Bid Item 11 Total

\$1,832

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	x 10" CL.E Flange Outlet

Bid Item 12 - x Tangent 12" CL.E Flange Outlet

Bid Item 12 Total

\$8,695

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
5	42"	x Tangent 12" CL.E Flange Outlet

Bid Item 13 - x 24" CL.E Flange Outlet w/Blind Flange w/Accessories

Bid Item 13 Total

\$25,089

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
5	42"	x 24" CL.E Flange Outlet w/Blind Flange w/Accessories

Bid Item 14 - x 30" CL.E Flange Outlet w/Blind Flange w/Accessories

Bid Item 14 Total

\$35,348

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
5	42"	x 30" CL.E Flange Outlet w/Blind Flange w/Accessories

Bid Item 15 - x 3" Outlet (Thread-O-Let, Half Coupling and Plug)

Bid Item 15 Total
\$42,565

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
60	42"	x 3" Outlet (Thread-O-Let, Half Coupling and Plug)

Bid Item 16 - External Dished Head, Includes 2" and 4" Outlets

Bid Item 16 Total
\$4,132

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	Dished Head w/2" Threaded Outlet w/Plug w/4" CL.E Flange Outlet

Bid Item 17 - CL.E Flange Adapter

Bid Item 17 Total
\$104,448

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
20	42"	CL.E Flange Adapter (2 at each BFV)

Bid Item 18 - Split Buttstrap

Bid Item 18 Total
\$668

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	Split Buttstrap

Bid Item Alt 01 - Additive Cost per LF for "Short Joints"

Bid Item Alt 01 Total
\$9,412

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
500	42"	Additive Cost per LF for "Short Joints"

Bid Item Alt 02 - Internal Dished Head, CL 200

Bid Item Alt 02 Total
\$3,442

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	Internal Dished Head, CL 200

Bid Item Alt 03 - 18" Bonding Wires w/Sleeves & Cad Welds

Bid Item Alt 03 Total
\$30

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	18" Bonding Wire (Including Sleeves & Cad Welds)

Bid Item Alt 04 - Shrink Sleeves (Additional)

Bid Item Alt 04 Total
\$78

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	Shrink Sleeves (Additional)

Bid Item Alt 05 - AWWA C200 WSP, Additional cost for gasketed pipe per foot

Bid Item Alt 05 Total
\$3

Fittings & Specials:

<u>Quantity</u>	<u>Size</u>	<u>Description</u>
1	42"	Additional Cost for gasketed pipe per foot

Project Total: \$4,932,722

TERMS AND CONDITIONS OF QUOTATION, BECOME PART OF CONTRACT ON ACCEPTANCE

1. **ACCEPTANCE:** TPG Pressure, Inc., a Texas Corporation, dba Thompson Pipe Group - Pressure (Seller) is the supplier of the goods and materials (Products) that are the subject matter of this Quotation. By accepting this Quotation, Buyer consents to all its terms and conditions. This Quotation becomes a binding Contract only upon Buyer's unconditional acceptance of these Terms and Conditions. Upon notice to Seller that the Products are for a bid job, this Quotation shall become a binding Contract only if Buyer is awarded the bid job. No order is effective until accepted in writing by Seller.

2. **ENTIRE AGREEMENT:** This Contract is the entire, final, exclusive agreement of the parties related to the subject matter hereof. No verbal conditions, warranties, representations or statements of any kind concerning this Contract are valid unless expressly set forth herein. Any modifications need to be in writing, and signed by the parties. These terms and conditions shall control and take precedence over any terms and conditions to the contrary in any purchase order or other document submitted by Buyer or Seller.

3. **PRICES:** The prices quoted herein are firm for up to thirty (30) days after the date of Quotation. Thereafter, Seller may review and revise the prices. Price changes made in the regular course of business shall apply to Products covered by this Quotation and delivered after the thirty (30) day period if such delivery delay is not Seller's fault. Seller may increase prices when Buyer requests delivery in lots smaller than truckload. All bid items are separate, unique. If an item is not listed in the quotation, then it is regarded as not quoted. Quotations are optimized for each customer and the items quoted cannot be individually separated without a new quotation. **NO RETENTION PAYMENT DEDUCTION IS ALLOWED.**

4. **STANDARD GOODS:** [Reserved]

5. **CURVED SECTIONS:** [Reserved]

6. **TAXES:** In the absence of an exemption or valid resale certificate, all federal, state and local taxes assessments, fees, duties and charges related to the Products are in addition the prices quoted herein, and shall be paid by Buyer. A fee of 2% of the invoiced value will be charged if Seller is required to recoup, on Buyer's behalf, previously paid sales or use taxes.

Applicable Tax ____yes ____no ____percent of applicable tax

7. **QUANTITY:** The quoted quantities are estimated. Payment will be made at the unit prices set forth in the Quotation for the actual quantities provided. If Buyer reduces the quantity of any line item of Products by 10% or more, then Seller may increase the unit price of such item by a reasonable amount to offset the reduction in quantity.

8. **SHOP DRAWINGS:** One complete set of shop drawings will be prepared and are included at no additional charge. Unless caused by our error, additional time spent on shop drawing preparation for previously completed drawings will be charged at the rate of \$125 per hour.

9. **DELIVERY:** RECEIPTED BILL OF LADING SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED. Unless transportation is provided by Buyer, and except as hereinafter provided, all orders are F.O.B Seller's (Shipping Point).

These shipping terms apply only on single shipments of a single order to one destination within the continental United States. Excess charges incurred, through special routings, at Buyer's request will be charged to Buyer. Method and route of shipment are at Seller discretion, unless the Buyer supplies explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Title to the Products and risk of loss passes to Buyer upon delivery to the carrier. Carriage insurance paid Inco terms 2000. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots.

Buyer, to unload. Any deviation to truck length and payload capacity is subject to additional delivery costs. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver. Upon delivery, Buyer is responsible for protection and safety measures relating to the Products, and for compliance with all governmental regulations and ordinances with regard to storage or placement of the Products.

Seller shall not be responsible to Buyer for any Products sold herein claimed to be broken or defective unless Buyer gives seller written notice, not to exceed five (5) days from date of delivery so that Seller shall have an opportunity to immediately investigate the claim. Products with only cosmetic blemishes that do not affect the integrity of the Products may not be rejected by Buyer.

Buyer may, at its option and expense, arrange for pick-up and delivery of Products, at which time quote will be adjusted accordingly. Prior to pick-up, Buyer must furnish to Seller a valid insurance certificate with Seller's minimum insurance coverage amounts and an Endorsement adding Seller as an Additional Insured. Buyer will incur a loading fee of \$300 per trailer loaded, regardless of quantity of Products loaded. All jack pipe orders do not include grout port plugs nor plywood pressure distribution rings (to be supplied by others), and are required to be off loaded by the contractor on site. If applicable rail shipments are based on minimum car load lots. Taxes or Customs charges associated with export shipments are not included in the prices quoted. Freight is subject to a rate pass-through, which will adjust for incremental rate increases due to fuel surcharges.

10. **DELAY AND NON-DELIVERY REMEDY:** Seller will use reasonable efforts to meet any mutually agreed upon shipment or delivery dates specified by it, but those dates are estimates only. Seller will notify the Buyer if a shipment or delivery date will not be met and, if possible, the time when delivery can be expected.

11. **CARRIER LOSS AND DAMAGE:** If any of the goods specified on the carrier's delivery receipt are short or damaged, Buyer should not accept them or sign the receipt until the carrier agent makes a shortage or damage notation on the receipt. If concealed loss or damage is discovered, Buyer must contact the delivering carrier at once and request an inspection. In either event, Buyer must notify Seller immediately of such damage or shortage.

TERMS AND CONDITIONS OF QUOTATION, BECOME PART OF CONTRACT ON ACCEPTANCE

12. **CANCELLATION or CHANGE ORDER CHARGES:** Buyer is prohibited from canceling this order unless Seller agrees in writing to a cancellation charge that takes into account work completed and material used, together with all incidental or consequential damages incurred as a result of such cancellation, less any value recoverable from the disposal of such Products. Regardless of Change Order or Cancellation, the Buyer is financially responsible for all material produced and material procured in anticipation of manufacturing Products in accordance with this agreement. All material produced prior to cancellation or change order will be invoiced immediately.

13. **PAYMENT:** Invoiced amounts are due 30 days after invoice date, without any right of offset. Thereafter, interest accrues on any unpaid amounts at the rate of 1½ % per month, compounded monthly. Payment shall not be subordinated to any retention, project specifications, or third-party contract terms and conditions specifying when Buyer will be paid for the Products.

14. **DEFAULT:** Failure to pay any amount due by this Contract or any other between Buyer and Seller constitutes default. Upon default, Seller may cancel the unfilled portion of this Contract, and all sums owing shall become due and payable, and the Seller may bring action for any or all sums due or to become due from Buyer to Seller, and exercise its rights under any bonds and/or the lien laws of the state in which the material was delivered against the property where the Products are delivered or installed. Buyer hereby agrees to pay all costs incurred including reasonable attorney's fees, in connection with the repossession of Products, collection of balance due, and pursuant of any available construction remedies (e.g., mechanic's lien foreclosure, stop notice action, bond action).

15. **PERFORMANCE:** Seller shall not be liable for delays or other failure to perform because of any delays in manufacture or delivery due to unforeseeable causes beyond the control and without the fault or negligence of Seller, including Acts of God, or the public enemy, acts of the Government, in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, delays of Seller's agents or suppliers due to any causes and non-availability of materials. Except as specifically provided herein.

16. **WARRANTIES:** Seller warrants that its Products meet its published product specifications in effect at the time of manufacture. This warranty is valid for 12 (twelve) months after manufacture. Seller's specifications represent typical values obtained in accordance with ASTM testing methods. This warranty does not cover damage in shipment. Seller makes no other express warranties. Seller, disclaims and the buyer waives all implied warranties, including merchantability and fitness for a particular purpose.

Warranty or defect claims must be received by Seller within 30 days after discovery or within one year of shipment, whichever is earlier. ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. Buyer's sole recourse for breach of this warranty is either (a) repair of the defective Products; (b) replacement of defective Products with conforming Products. F.O.B. Shipping Point; or (c) the return of purchase price, at Seller's sole discretion. Short count claims must be made in writing 7 days of receipt of the Products. Seller may require verification of any such claim. Defective goods should be shipped to Seller, freight prepaid, but only after prior written approval by an authorized Seller Manager. Claims that are not made within the applicable claims period are deemed waived.

This limited warranty covers normal use. Seller does not warrant and is not responsible for: (a) damage caused by failure to provide a suitable installation or operating environment for the Products; (b) damage caused by any accidents; (c) damages caused by any disaster such as fire, flood, wind, earthquake, or lightning; (d) damage caused by unauthorized attachments, alterations, modifications or foreign objects; (e) damage caused by the use of the Products for purposes other than those for which they are customarily used; (f) damage from improper installation or maintenance; or (g) damage caused by any other abuse, misuse, mishandling or misapplication. Furthermore, this limited warranty shall not apply to any Products or parts of Products which have been repaired or altered outside of Seller factory, in any manner.

All technical advice, recommendations, and services of Seller are intended for use by persons having skill, at their own risk, and Seller assumes no responsibility, and buyer hereby waives all claims against Seller, for results obtained or damages incurred from the use of Seller advice, recommendations, and services. Unless otherwise agreed in writing, Seller makes no further warranty of any kind, express or implied, relating to the product, whether used alone or in combination with other materials.

SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR END-USE OR PURPOSE. Seller DISCLAIMS ANY WARRANTY EXCEEDING THE EXPRESS WARRANTY STATED HEREIN.

17. **TESTS:** Buyer is responsible for the costs of any tests performed on the Products, which tests are not included in the Quotation. Failure of Buyer to witness any scheduled tests shall be deemed a waiver by Buyer of its right to do so, and of any right to require repetition of such tests.

18. **LIMITATION OF LIABILITY:** Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, strict liability or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price Buyer paid to Seller for the specific Products provided by the Seller giving rise to the claim or cause of action.

19. **HOLD HARMLESS:** Buyer agrees to indemnify, defend and hold Seller, its agents, employees, officers, or affiliated companies harmless from all liabilities, claims, charges, expenses, and costs on account or by reason of any injuries, deaths, liabilities claims, suits or losses however occurring or damages relating to Buyer's acts or omissions, or anyone working on Buyer's behalf, or arising from delivery, handling, storage, or use of said Products. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. To the extent allowed by law, this indemnity shall apply regardless of any passive negligent act or omission or other fault of Seller, or its agents, employees or other independent contractors who are responsible to Seller; however, Buyer shall not be obligated to indemnify: (i) for a claim that arises out of the sole negligence of Seller or its agents, servants or independent contractors who are responsible to Seller; or (ii) to the extent a claim arises out of, pertains to, or relates to the active negligence of willful misconduct of such persons.

TERMS AND CONDITIONS OF QUOTATION, BECOME PART OF CONTRACT ON ACCEPTANCE

20. **PATENTS:** Seller agrees to defend any suit brought against a Buyer so far as it is based on a claim that any product or any part thereof in the particular form sold by Seller infringes a United States patent, but only on condition that the Buyer shall promptly notify Seller in writing of any such claim, and shall give Seller full authority for the conduct of such suit, and shall render to Seller (at its expense) whatever information and assistance may be reasonable required for such defense. Upon such conditions, Seller shall pay damages and costs, if any, awarded against Buyer in such suit, and in case the product, or any part thereof, is held to infringe and the use of the product or part is enjoined, Seller shall have the option of procuring for Buyer the right to continue using the product, replacing the same with a non infringing product, modifying the same so as to avoid infringement, or removing it and refunding the purchase price. The foregoing states Seller 's entire liability for patent infringement. Buyer shall indemnify Seller and hold it harmless from and against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications.

21. **NON-ASSIGNMENT:** Buyer shall not assign this Contract or any interest therein without written permission from Seller.

22. **RISK OF LOSS:** All shipments shall be unloaded in their entirety at the designated delivery or unloading point, and no shipment is to be partially unloaded at one point and the remainder elsewhere. All shipments, rail and truck, are subject to all applicable tariff regulations. Risk of damage or loss of the Products shall pass to Buyer upon shipment from Seller's location (FOB-Shipping Point).

23. **NON-WAIVER:** Waiver by Seller of any provision of this Contract shall not be deemed as a waiver of and such provision hereunder, shall remain in full force and affect.

24. **STORAGE:** In the event the Buyer delays receipt of shipment(s) scheduled beyond 15 days, Seller will invoice customer at a pro-rated monthly rate of 1 ½ % of the value of the delayed shipment(s) to cover storage and carrying costs up to 59 days. In the event Buyer does not accept delivery of Products within 60 days of the Buyer submitted delivery schedule agreed upon between the Seller and Buyer, Buyer agrees to pay a monthly storage fee of three percent (3%) of the price of the stored Products until delivery occurs. Risk of Loss transfers to Buyer at the point Buyer fails to accept or schedule delivery in accordance with the agreed schedule. Any rescheduling shall be by mutual agreement with the same prevailing terms. Title to the Products and risk of loss, passes to Buyer upon the commencement date of such additional charges. Seller will be entitled to invoice material manufactured and stored on Buyer's behalf after 60 days. Buyer shall be responsible for payment of said invoice whether or not products have been delivered to job site

25. **PRICE ESCALATION:** Any Products not delivered to the job-site within 182 calendar days of 1st delivery or ordered manufacture date will be subject to an 8% escalation charge of product cost, at whichever date is earlier. Additional escalation charges will be assessed each subsequent 182 calendar day term period, until all remaining Products have been delivered. In the event of escalation of steel prices, additional charges shall be based on American Metal Markets Hot Rolled Coils Index, FOB Midwest Mill. The pipe pricing adjustment shall be: for every \$1.00/cwt in movement in steel price indices; pipe selling price will be adjusted by 1 ½ %.

26. **CHANGE IN LAW:**

“Applicable law” means laws and any other instruments/subordinate legislation having the force of law or having been published in any country from which material may be sourced to undertake this agreement. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction.

“Change of Law” means the coming into effect after the date of this executed agreement Contract or binding bid submission of: Applicable Law; or any applicable judgment of a relevant court of law which changes the interpretation of the Applicable Law and is a binding precedent which directly and adversely affects the Seller's performance under the Contract in a material way.

If the Seller suffers (or will suffer) delay and/ or incurs additional costs as a result of a Change of Law and the net cost to the Seller is in excess of 5% as a result of a Change of Law, then the Seller will be entitled to an adjustment to the contract price and /or an extension of time. The Seller must deliver a notice to the Buyer sixty (60) days of the occurrence of that Change of Law; identifying the Change of Law and the impact of that change of Law, accompanied by full details of the claim, and request a Contract variation. In the event that that the Seller is prevented from performing its obligations under the Contract and this cannot be remedied by a Variation or the Buyer has refused to grant a variation, then the Seller may give notice of termination of the contract. If a Change of Law occurs, the Seller is obliged to take all reasonable steps to mitigate the adverse impact of such Change of Law upon the Contract

27. **RETURNS:** Seller is producing an engineered product per customer order. Seller does not accept return to stock material unless mutually agreed upon. Should Buyer wish to return and Seller agrees to accept any material from original purchase order, Buyer will incur a charge of 30% of the net selling price plus any charges incurred by Seller to inspect, transport and rework material to working condition upon delivery to Seller 's inventory. FLANGED PRODUCTS ARE SPECIAL ORDER AND MAY ONLY BE RETURNED FOR REPLACEMENT UNDER A WARRANTY CLAIM.

28. **SEVERABLE PROVISIONS:** The provisions of this agreement are severable, and if any one or more provision(s) may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

29. **GOVERNING LAW:** State of Texas and Texas Commercial Code.

30. **LEGAL ACTION:** No legal action shall be brought against the Seller for any claim with respect to any Products furnished under this contract more than one year after delivery of such Products to the Buyer. It is agreed that any cause of action with respect to such Products shall accrue on the date of delivery of such Products. In the event of any controversy, claim or action being filed between the parties respecting this purchase order contract, prevailing party shall be entitled, in addition to all expenses, costs and damages, to reasonable attorney's fees.

TERMS AND CONDITIONS OF QUOTATION, BECOME PART OF CONTRACT ON ACCEPTANCE

31. **DISPUTE MITIGATION AND RESOLUTION:** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures (“Mediation Procedures”). Either party may declare negotiations to have failed and demand mediation upon written notice to the other party. The parties will have fifteen (15) days from the date mediation was demanded to agree upon a mediator. Should the parties fail to agree to appoint a mediator the AAA shall make the appointment in accordance its Mediation Procedures. Upon failure of mediation in whole or in part, any dispute; controversy; or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue of any binding dispute resolution procedure shall be Grand Prairie, Texas, Dallas County unless otherwise agreed. Any court action required to enforce the terms of this binding dispute resolution procedure, or any legal proceeding no matter the nature shall be filed in Dallas County Texas.

32. **ENGINEERING SERVICES:** Additional Engineering services, other than what is provided in the shop drawings, will be billed separately. Significant Engineering services will require a 20% upfront payment and charged at an agreed upon rate.

33. **FIELD VISITS:** Other than the first introductory field visit and the orientation provided by Seller, all subsequent requests for services will be billed separately.

34. **FORCE MAJEURE:** Seller may suspend or delay its delivery of any Product ordered hereunder upon the occurrence of any event beyond Seller's reasonable control, including, but not limited to, wars, terrorist acts, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, any other act of God, any utilities outage, or any law, proclamation, regulation, ordinance of any court, government or governmental agency. Unavailability of supplies (except if an event of Force Majeure as described before occurs with Seller's supplier(s)), and failure of suppliers, are within Seller's control. Seller may only rely on the above provision if it promptly notifies BUYER in writing—either by fax or by email—of the occurrence of any of the above events. BUYER shall be entitled to cancel a Product Purchase Order if the delay lasts for more than 16 weeks and may place a corresponding order with another supplier.

35. **CYBER SECURITY:** (a) Buyer shall not introduce or negligently cause to be introduced, a virus, worm, trojan horse, or any other malicious or harmful software code, data, or file that may damage, interfere with, intercept or expropriate any system, data, personal information or property of Seller; (b) attempt to gain unauthorized access to accounts not owned by Buyer, or to any connected network or servers to the Services through hacking, phishing, or other means; (c) be held responsible for any changes to account information transmitted by way of phishing or similar scheme, meant to send money or other goods and valuable consideration to a third party for malicious means; (d) in the event Sellers electronic information, including, by way of example only, email accounts are compromised Seller shall be responsible for any money, goods, or other valuable consideration sent to said third parties. Furthermore, Seller may act in reliance upon instructions, instruments or signature reasonably believed by Seller to be genuine, and may assume that any employee of Buyer or, including but not limited to, Buyers affiliates, subsidiaries, or agents giving any written notice. request or instruction has the authority to do so.

36. **SPECIAL TERMS AND CONDITIONS:** [As needed]

Version 2.0110/01/18

PROJECT TERMS AND CONDITIONS

Blended Cement: In response to international concerns with sustainability, cement manufacturers are moving forward with a plan to become carbon neutral. This plan includes steps to reduce fuel usage and emissions by converting their production to blended cements which replace 5-10% of clinker with limestone. Blended Portland cement manufactured in accordance with ASTM C595 provides a cement with properties that meet or exceed the critical properties of ASTM C150 Portland cement. With conversion of manufacture from ASTM C150 to ASTM C595 cement, supply of ASTM C150 cement has become vitually unavailable domestically. While the use of ASTM C595 cement is not represented in the current edition of AWWA C301, AWWA C303, or AWWA C205, it has been submitted to AWWA for approval by addendum and there is probability your project will be produced using ASTM C595 blended Portland cement.

Joint Material: Prices include one (1) joint wrapper for every pipe and fitting. Nuts, bolts, and gaskets for flanged joints are included only where we are to provide both sides of the flanged joint.

Delivery: Based on current backlog, we can begin delivery 14-16 weeks after receipt of approved submittals and a fully executed Purchase Order. Actual delivery is contingent on our backlog and date approvals are received.

Shipping & Freight: Freight charges are subject to change and freight charges quoted are good for thirty (30) days from the time of quote. Our quote is based on a price of \$_____ for a full legal flatbed load. After thirty days, freight charges over and above \$_____ for each full legal flatbed load will be added to your invoice reflecting market cost at the time of shipment. Thompson Pipe Group reserves the right to select the carrier of its choice.

If the customer or "receiver" elects to employ and schedule his own delivery trucks due to lack of availability of transportation assets, a transportation deduct for only the amount that was bid per load will be allowed, any and all additional charges from their 3rd party is absorbed by the receiver.

Shipping Stulls: After pipe installation and backfill, Contractor shall carefully remove and stack Shipping Stulls for pick-up by Thompson, return and re-use.

Polyurethane: Due to shortages of raw material components used in the manufacture polyurethane paint, steel pipe suppliers have been put on notice of potential delays in the polyurethane paint supply chain. If the polyurethane paint manufacturers are not able to provide adequate supply, there is the potential that our quoted delivery times may be delayed.

Price Escalation: Any Products not delivered to the job-site within 182 calendar days of 1st delivery or ordered manufacture date will be subject to an 8% escalation charge of product cost, at whichever date is earlier. Additional escalation charges will be assessed each subsequent 182 calendar day term period, until all remaining Products have been delivered. In the event of escalation of steel prices, additional charges shall be based on American Metal Markets Hot Rolled Coils Index, FOB Midwest Mill. The pipe pricing adjustment shall be: for every \$1.00/cwt in movement in steel price indices; pipe selling price will be adjusted by 1 ½ %.

ACCEPTED

By: _____

Print Name: _____

Title: _____

Firm: _____

Date: _____

General Information

Organization doing business as	TPG Pressure, Inc		
Business address of principle office	1003 MacArthur Blvd		
	Grand Prairie, TX 75050		
Telephone numbers			
Main number	972-262-3600		
Fax number	972-266-7584		
Website address	www.ThompsonPipeGroup.com		
Form of business (check one)	<input checked="" type="checkbox"/> A corporation	<input type="checkbox"/> A partnership	<input type="checkbox"/> An individual
If a corporation			
Date of incorporation	July 1, 2017		
State of incorporation	Texas		
Chief Executive Manager's name	Kenneth D Thompson		
President's name	Detlev Schlorke		
Vice President's name(s)			
Secretary's name	Zvonimir Kovac		
Treasurer's name	Zvonimir Kovac		
If a Partnership			
Date of organization			
State whether partnership is general or limited			
If an Individual			
Name			
Business address			
Identify all individuals not previously named which exert a significant amount of business control over the organization			
Indicators of organization size			
Average number of current full time employees	500	Average estimate of revenue for the current year	Please see Attachment J

Organizational Experience

Organization doing business as	TPG Pressure, Inc	
Business address of regional office	1003 MacArthur Blvd	
	Grand Prairie, TX 75050	
Name of regional office manager	Detlev Schlorke	
Telephone numbers		
Main number	972-262-3600	
Fax number	972-266-7584	
Website address	www.thompsonpipegroup.com	
Organization History		
List of names that this organization currently has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:		
Names of organization	From date	To date
Conroe Pipe, Inc	2001	July 2017
Forterra Pressure Pipe	2014	2017
Hanson Pressure Pipe	2009	2014
Gifford Hill Inc	1906	2007
Price Brothers Inc	1899	2007
List of companies, firms or organizations that own any part of the organization.		
Name of companies, firms or organization.	Percent ownership	
Kenneth M. Thompson Family Trust	51	
Ken & Cara Thompson Family Trust	49	
Construction Experience		
Years of experience on projects similar to the proposed project:		
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?	No	
If yes provide full details in a separate attachment. See attachment No.:		
Has this or a predecessor organization been released from a bid or proposal in the past ten years?	No	
If yes provide full details in a separate attachment. See attachment No.:		
Has this or a predecessor organization ever been disqualified as a bidder or proposer by any local, state, or federal agency within the last five years?	No	
If yes provide full details in a separate attachment. See attachment No.:		
Is this organization or your proposed surety currently in any litigation or contemplating litigation?	No	
If yes provide full details in a separate attachment. See attachment No.:		
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?	No	
If yes provide full details in a separate attachment. See attachment No.:		

Proposed Key Personnel

Organization doing business as:	TPG Pressure, Inc	
Proposed project organization		
Provide a brief description of the managerial structure of the organization and illustrate with an organizational chart. Include the title and names of key personnel. Include this chart as an attachment to this description. See attachment No.		
At Thompson Pipe Group Pressure Finance, Human Resources, Manufacturing, and Sales all report to the President.		
Provide a brief description of the managerial structure proposed for this project and illustrate with an organizational chart. Include the title and names of proposed key personnel and alternates. Include this chart as an attachment to this description. See attachment No.		
Thompson Pipe Group - Pressure (TPGP) manufacturing is over seen by our National Operations Manager, Mark Scabarozi. In Grand Prairie he has two direct reports Hein Pieters, Grand Prairie Plant Manager and Jerry Vaughn Scheduling and Planning Manager. Besides Grand Prairie, TX TPGP has pressure pipe manufacturing plants in Lubbock, TX, South Beloit, IL, Bakewell, TN, and Palatka FL. Steel Pipe for this project will be made at the Grand Prairie.		
Experience of Key Personnel		
Provide information on the key personnel proposed for this project that will provide the following key functions. Provide information for candidates for each of these positions on the pages for each of these key personnel. Also provide biographical information for each primary and alternate candidate as an attachment. The biographical information must include the following as a minimum: technical experience, managerial experience, education and formal training, work history which describes project experience, including the roles and responsibilities for each assignment, and primary language. Additional information highlighting experience which makes them the best candidate for the assignment should also be included.		
Role	Primary candidate	Alternate candidate
Project Manager	Jim Fisher	David Nunez
Quality Control Manager	Kamal Baki	James Everett
Pipe Layout Engineer (if applicable)	David Nunez	
If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this project, indicate how time is to be divided between this project and their other assignments.		

Proposed Project Managers

Organization doing business as		TPG Pressure, Inc	
Primary candidate			
Name of individual		Jim Fisher	
Years of experience as project manager		40+	
Years of experience with this organization		5	
Number of similar projects as project manager		50+	
Number of similar projects in other positions		50+	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Oversees the Project Management Group			
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Andrew Beck	Name	Darren Dunker
Title/ position	Project Manager	Title/ position	National Eng Manager
Organization	Garney Construction	Organization	TPG – Pressure
Telephone	406-250-6116	Telephone	972-262-3600 x 15116
E-mail	abeck@garney.com	E-mail	ddunker@thompsonpipegroup.com
Project	Bois D’Arc Dam & Intake	Project	N/A
Candidate role on project	Project Manager	Candidate role on project	Project Manager
Alternate candidate			
Name of individual		David Nunez	
Years of experience as project manager		4 yrs	
Years of experience with this organization		2 yrs	
Number of similar projects as project manager		6	
Number of similar projects in other positions		14	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
CP Chem		15	7/1/2023
Erie Co NY		25	7/1/2023
Hialeah FL		10	2/1/2023
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Will Akard	Name	Adam Lunsford
Title/ position	Project Coordination Manager	Title/ position	VP
Organization	TPG - Pressure	Organization	SJ Louis Texas
Telephone	469-313-2466	Telephone	817-905-3535
E-mail	William.akard@thompsonpipegroup.com	E-mail	adaml@sjlouis.com
Project	N/A	Project	FTW Northpointe 24”WTM
Candidate role on project	Project Coordination Manager	Candidate role on project	Project Manager

Proposed Quality Control Manager

Organization doing business as		TPG Pressure, Inc	
Primary candidate			
Name of individual		Kamal Baki	
Years of experience as quality control manager		40	
Years of experience with this organization		3	
Number of similar projects as quality control manager		100+	
Number of similar projects in other positions		500+	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Does not apply			
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Darren Dunker	Name	Will Akard
Title/ position	National Eng Manager	Title/ position	Project Coordination Manager
Organization	TPG – Pressure Inc	Organization	TPG- Pressure
Telephone	972-262-3600 x 15116	Telephone	469-313-2466
E-mail	ddunker@thompsonpipegroup.com	E-mail	William.akard@thompsonpipegroup.com
Project	NA	Project	N/A
Candidate role on project	Nat Eng Manager	Candidate role on project	Manager
Alternate candidate			
Name of individual		James Everett Sr.	
Years of experience as quality control manager		41 yrs	
Years of experience with this organization		2+ yrs	
Number of similar projects as quality control manager		12	
Number of similar projects in other positions		20	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Does not apply		Full Time	
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Robert McDaniel	Name	Joshua Hobson
Title/ position	Civil Superintendent	Title/ position	Quality Assurance Specialist
Organization	Warstila NA	Organization	Longenecker & Associates
Telephone	602-527-7355	Telephone	505-203-5406
E-mail	Robert.mcdaniel_external@wartsila.com	E-mail	Jhobson505@la-inc.com
Project	WASTE Isolation Project	Project	WIPP / Critical Applications
Candidate role on project	QC Inspector	Candidate role on project	QC Inspector - Civil

Proposed Pipe Layout Engineer (if applicable)

Organization doing business as		TPG Pressure, Inc	
Primary candidate			
Name of individual		David Nunez	
Years of experience as project manager		4 yrs	
Years of experience with this organization		2 yrs	
Number of similar projects as project manager		6	
Number of similar projects in other positions		14	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
CP Chem		15	7/1/2023
Erie Co NY		25	7/1/2023
Hialeah FL		10	2/1/2023
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Will Akard	Name	Adam Lunsford
Title/ position	Project Coordination Manager	Title/ position	VP
Organization	TPG - Pressure	Organization	SJ Louis Texas
Telephone	469-313-2466	Telephone	817-905-3535
E-mail	William.akard@thompsonpipegroup.com	E-mail	adaml@sjlouis.com
Project	N/A	Project	FTW Northpointe 24" WTM
Candidate role on project	Project Coordination Manager	Candidate role on project	Project Manager
Alternate candidate			
Name of individual			
Years of experience as pipe layout engineer			
Years of experience with this organization			
Number of similar projects as pipe layout engineer			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
E-mail		E-mail	
Project		Project	
Candidate role on project		Candidate role on project	

Project Experience

Organization doing business as:	TPG Pressure, Inc
Projects	
<p>Provide a description of your organizations approach to completing this project to provide best value for the Owner. Including a description of your approach in the following areas:</p> <ul style="list-style-type: none"> Contract administration Time management Cost control Quality management Managing changes to the project <p>TPG Response: TPG Pressure will purchase, manufacture, and deliver product to the job site upon approval of the engineering design drawings. Attached is a detailed procurement schedule outlining each contract award scenario with tentative dates of shipment and delivery. TPG Pressure will be manufacturing this project’s pressure pipe within its network of plants in Texas. The bar wrap product will be produced out of the bar wrap plant. Detailed equipment list is provided in section “d” below. The crew size will be approximately 45 employees. This headcount includes production technicians, lead operators, supervisors, and quality assurance technicians. The steel pipe product will be produced out of the steel pipe plant. Detailed equipment list is provided in section “d” below. The crew size will be approximately 60 employees. This headcount includes production technicians, lead operators, supervisors, and quality assurance technicians.</p> <p>Contract Administration: TPG’s Finance Group will manage the contract using a schedule of values developed from the bid form and crossed reference with the lay schedule to ensure billing is handled according to the agreed upon terms.</p> <p>Time Management: TPG has prepared a milestone manufacturing schedule to meet the requested delivery dates set forth by Garney. Please see Attachment A. Key Personal will complete all activities in the time frame to meet the milestone delivery dates that Garney requires.</p> <p>Cost Control: During the detail engineer / layout process, TPG will look for ways to minimize fittings & specials to provide an efficient water transmission line. Changes to the overall layout & material will be managed by TPG’s Project Manager. Layout revisions will be completed in a timely fashion and will follow the necessary document control provisions. Any changes to scope will be relayed to the CMAR at completion of changed engineering.</p> <p>Quality Management: We carefully follow proven and rigorous processes to ensure that schedules and quality meet our high standards. All pipe welds are visually inspected for quality and to identify any weld pickup required to complete the pipe. Pickup welding is performed by certified welders with up to 20 years of experience. Our Quality Assurance Department audits the entire operation daily to ensure conformance to all requirements. Our weld machines are calibrated annually and after any major repair. We track our weld pickup percentage per pipe and implement continuous improvement processes to minimize our overall number of required weld pickups. All pipe are steel stamped with the project number and a cylinder reference number. This reference number will be used to track this piece of pipe through all operations and. After mortar curing is completed, the lining of every pipe is visually inspected, and testing is performed daily to confirm the mortar lining thickness. Pipe, immediately after lining, is inspected with a depth gauge and, and, after curing, are inspected again with an electronic ultrasonic thickness gauge to confirm the results. Our Quality Assurance Department audits the process daily to ensure conformance to all the project requirements and performs a daily mortar flow test and a daily mortar compression test for 7 and 28 day strength. Our Quality Assurance department audits all coating operation processes including the checks of our operators performing pipe surface examination for the presence of foreign material and steel imperfections, profile inspection of the pipe surface, blast cleanliness per ISO standards, and pipe temperatures through the paint line. Our automated tracking system</p>	

continuously monitors coating mix ratio, coating line temperatures, coating tank temperatures, pump pressures and line pressures. These items must be closely monitored to ensure the quality of coating, so we designed the most stringent process monitoring in the industry.

Managing changes to the project: After development of lay schedules, a bid form to layout comparison will be developed. The CMAR will receive a copy and from the comparison, CMAR and TPG will assign cost responsibilities.

TPG - All Steel Pipe Jobs

Job Number	Location	Contractor	Inq. No.	Size	Footage	Details
04-126	Colin Co.	Oscar Renda Contr.	023.04	72"S	25,600	ML x Poly Coat
05-126	Allen/Colin Co.	SJ Louis Constr.	72.05	72"S	12,092	ML x Poly Coat
05-127	Ft Worth	Baugh & Associates	149.05	72" & 90"S	546	ML x MC x Epoxy Coat
06-024	Cedar Park	Oscar Renda Contr.	010.06	72" & 78"S	11,222	ML x Poly Coat
06-036	Kaufman Co.	Allco	030.06	84"S	630	ML x Poly Coat
06-038	Henderson	Galyean Equip.	062.06	59"S	2,280	Bare Steel
06-043	Ft Worth	Bar Constructors	026.04	84" & 96"S	55,528	ML x Poly Coat
06-063	Wylie	Oscar Renda Contr.	159.05	72" & 84"S	30,000	ML x Poly Coat
06-081	Wylie	ACIPCO	159.05	84"S	1,100	ML x Poly Coat
06-114	Wylie	Oscar Renda Contr.	157.05	84"S	30,050	ML x Poly Coat
06-127	Ft Bend	Baugh & Associates	156.06	78"S	210	ML x Poly Coat
08-091	Underwood, ND	Hanson (S. Beloit)		96"S	289	ML x Poly Coat
09-0253	Mansfield	ACIPCO	69.09	90" & 96"	436	ML x Poly Coat
11-0246	Wylie	NTMWD	090.11	72" & 84"S	1,186	ML x Poly Coat
11-0327	Austin	Southland Contracting	74.11	66"S & 84"S	1,693	ML X MC, ML X POLY
11-0391	Dallas	Baugh & Associates	110.11	60" & 72"S	755	ML x Poly Coat
11-0416	Dallas	Baugh & Associates	97.11	84"S	396	ML x Poly Coat
W01835	Canada	Hanson (Canada)	10528542	84"S	360	ML x Poly Coat
120128	San Juan PR	Dragados USA	58.11	72"S	408	Bare x Bare
120301	Wylie (Texoma)	Garney Companies	110923-894	96"S	47,480	ML x Poly Coat
120302	Wylie (Texoma)	Garney Companies	111031-815	96"S	46,523	ML x Poly Coat
120468	Wylie (Texoma)	Garney Companies		78"S & 96"S	1,720	ML x Poly Coat
130041	Tarrant Co.	Garney Companies	120321-112	108"S	3,359	ML x Poly Coat
130176	St Louis, MO	Haberberger, Inc.	130310-870	96"S	278	ML x Poly Coat
130320	Hancock Co., MS	Healtheon, Inc.	081209-728	84"102"114"66"	6,017	Poly x Poly
130337	Conroe	McCarthy Building Grp	121211-296	48",54",72"78"	1,105	ML x Poly Coat
130522	Mississauga, ON	Hanson Pressure Pipe	130913-554	120"S	2,167	Bare x Bare
140247	Ellis Co., TX	ASI Constructors, Inc.	130811-855	108"S & 114"S	1,066	ML x Poly Coat
140314	Fort Worth, TX	EMJ Corporation	130624-421	54"S	1,900	ML x Poly Coat
140417	Lewisville, TX	S.J. Louis Construction	131016-677	60"S	5,420	ML x MC
140427	San Antonio	WW ebber LLC	120502-503	42"S	1,875	ML x Poly Coat
140450	Ellis Co., TX	Thalle Midlothian Partners	120815-193	108"S	36,435	ML x Poly Coat
150334	Mansfield, TX	Tarrant Regional WD	150715-056	90"S	2,100	ML x Bare
150373	Kaufman Co., TX	Garney Companies	110923-779	72"S	40,425	ML x Poly Coat

TPG - All Steel Pipe Jobs

Job Number	Location	Contractor	Inq. No.	Size	Footage	Details
160023	Amarillo, TX	SJ Louis Constr.	160313-465	72" & 78"S	12,540	ML x Poly Coat
160045	Henderson Co., TX	Oscar Renda Contr.	151014-881	108"S	11,700	ML x Poly Coat
170006	Henderson Co., TX	Thalle Midlothian Partners	110204-387	108"S	52,727	ML x Poly Coat
180019	Houston, TX	Harper Brothers Constr.	140513-983	108"S	6,144	ML x Poly Coat
180023	Bonham, TX	JD Abrams, LP	180203-794	78"S	1,474	ML x Bare
180027	Bonham, TX	Garney Companies	180203-794	90"S	6,265	ML x Poly Coat
180028	Houston, TX	Harper Brothers Constr.	150126-754	108"S	6,380	ML x Poly Coat
180085	Fannin County, TX	Garney Companies	180085	90"S	52,925	ML x Poly Coat
190003	Dallas, TX	Texas Standard Constr.	140326-920	96"S	1,303	ML x Poly Coat
190005	Houston, TX	Harper Brothers Constr.	180904-046	108"S	10,435	ML x Poly Coat
190006	Houston, TX	Main Lane Industries	150304-553	120"S	1,357	ML x Poly Coat
190017	Houston, TX	Harper Brothers Constr.	180918-354	108"S	7,697	ML x Poly Coat
200005	Houston, TX	Main Lane Industries	170921-402	108"S	8,239	ML x Poly Coat
200017	San Jose, CA	Keiwi Infrastructure West	1019-0136	96"S, 120"S	1,579	ML x Poly Coat
200027	Phoenix, AZ	Keiwi Infrastructure West	200422-1471	90"S	4,663	ML x Bare
200034	Houston, TX	5 Companies	170921-600	108"S	7,373	ML x Poly Coat
200035	Houston, TX	Harper Brothers Constr.	191118-532	108"S	7,241	ML x Poly Coat
200044	Los Angeles, CA	Keiwi Infrastructure West	200609-1697	112.25"S	450	Bare x Bare
200056	Nashville, TN	Garney Companies	200603-1662	84",72",66",60"	2,791	Poly x Poly
210048	San Diego, CA	Kiewit Infrastructure West	201216-2540	42", 72", 96"	1,925	ML x Tape Coat x MC
220025	Ada, OK	McKee Construction	220128-4394	96"S	4,356	Bare x Bare
220025	Ada, OK	McKee Construction	220128-4394	72"S	45,954	ML x Poly Coat
220027	Houston, TX	MC2 Civil / Mainlane	190809-061	48", 66", 72"	8,369	ML x Poly Coat
220043	Ada, OK	Southland Holdings		96"S	660	Bare x Bare
220043	Ada, OK	Southland Holdings		72"S	70,964	ML x Poly Coat
220048	Tullahoma, TN	Cross Company	220413-4644	72"S	500	Epoxy Line x Tape Coat

Total Footage	708,662
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Bid Proposal

NEWT 3 Pipeline, Phase 3
AMERICAN Project Number: WCO03092
Bid Date: 12/21/22



NEWT Pipeline, Phase 3 - Transmission Pipeline

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

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

Note : 1 Milestone: Complete Submittal Package Including Front End by February 6th, 2022 and Initial Lay Schedule shall be submitted no later than April 1st, 2022.

Note : 2 Manufacturer shall maintain manufacturing and delivery milestones as outlined in this document and in the RFP.

Note : 3 Delivery to be at the rate shown and is to be spread between 1-2 headings.

Note : 4 Bidder to identify gross tons of steel to be procured for manufacture of entire order, inclusive of any production loss. Application for payment shall be made upon receipt steel, not to exceed stated gross tons X American Metal Market, Hot Rolled Coil index in effect at time of NTP + 20%. Payment received for coil shall be deductively prorated from unit price invoice of steel pipe, bid items 2 & 7.

***Note: 5 - ASWP** Delivery may be impacted if gasketed joints are required and ASWP would like the opportunity to discuss before a buying decision is made.

Early Out Materials Package

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

500.00	Linear Feet	\$ 10.00	\$ 5,000.00
1.00	Each	\$ 6,500.00	\$ 6,500.00
1.00	Each	\$ 175.00	\$ 175.00
1.00	Each	\$ 97.00	\$ 97.00
1.00	Linear Feet	\$ 19.00	\$ 19.00
TOTAL AMOUNT BID			\$ 4,885,226.00

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

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



December 21, 2022

NEWT 3 Pipeline, Phase 3 – Request for Proposal

Dear Gary,

Thank you for the opportunity to offer a proposal for this important project. Information is below regarding the technical approach, capacity, acceptance of contractual terms, required insurances and bonds, and our ability to meet the technical requirements and schedule of the project. AMERICAN is in receipt of both Addendum 1 and Addendum 2 to bid this project. Please review and let me know if you have any questions or would like to discuss further.

Evaluation Criteria

1. Technical Project Approach

- a. Contract Administration – Steel coil along with other purchased appurtances will be purchased and scheduled to assure consistent delivery to support production and on-time delivery per the contract requirements.
- b. Managing Changes to the Project - AMERICAN’s Chief Engineer, Project Engineer and Project Management team provide customers with a wealth of product design experience. This translates into customer confidence in AMERICAN’s ability to develop and deliver complex steel pipe designs and fitting configurations. AMERICAN’s vastly experienced project team is setup to handle changes with the purchaser to make the process as seamless and easy as possible.

The ASWP project management team will be led by a single point of contact through release to production. At that point, a single point of contact located at our production facility will facilitate the deliveries to the jobsite. This model is effective especially in instances when parts of the project are released, and other parts are still in design.

- c. Quality Certification - AMERICAN is a member of the Steel Tank Institute & Steel Plate Fabricators Association (STI/SPFA), dedicated to the promotion of steel as the choice material for quality piping for the petroleum, chemical,

food and water storage industries; steel tanks; pressure vessels; and specialty products. AMERICAN's production facilities in Paris, TX, Columbia, South Carolina, and Flint, Michigan, along with our Customer Service Department in Birmingham are quality accredited by the SPFA Quality Certification Program. This accreditation certifies AMERICAN's design and fabrication processes meet the highest standards. The Steel Plate Fabricators Association (SPFA) pipe certification program is one of the most recognized third-party certification programs in the water transmission industry. Applicants go through a rigorous audit with more than 100 individual checklist items every three years. After the initial audit, every other year, our third-party assessor returns for a follow-up that includes more than 50 individual checks. The checklist, as mentioned previously, is a consensus document produced by the manufacturers, assessors and SPFA. The checklist identifies the most critical AWWA standard requirements. All the necessary testing, inspection instruments, welding, coating, and lining, and personnel certification requirements, as prescribed by the standard are included in the SPFA checklist. The assessors of the third-party organization have many years of experience in steel fabricated pipe and the SPFA certification program. Assessors are assigned to the plant by the third-party agency, so the manufacturer cannot arbitrarily choose the assessor of its liking. Our third-party agency, Lloyd's Registry Quality Assurance, Inc. has an excellent reputation in the inspection/auditing service industry.

- d. Similar Project Experience - In addition to the many large projects listed on our attached project list supplied to Garney, one additional project should be highlighted. More information about the KWA (Karegnondi Water Authority) project is below. AMERICAN Cast Iron Pipe Company (ACIPCO) entered a competitively negotiated contract with the Karegnondi Water Authority (KWA) in September 2013 that consisted of 75 miles of 66", 60", 48" and 36" diameter pipe, resilient seated gate valves ranging in diameters from 16" to 60" as well as fire hydrants. The pipeline was built to bring water from Lake Huron to Genesee County, Michigan. AMERICAN coordinated and managed all aspects of our products with 13 different contracts that KWA designated for the construction of its project. AMERICAN, a wholly owned subsidiary of AMERICAN Cast Iron Pipe Company, supplied 30 miles of 60" and 66" as well as 5 miles of 48" spiral-welded steel pipe as part of this KWA contract. The 36" pipe supplied for the KWA project was ductile iron pipe manufactured by ACIPCO's Ductile Iron Pipe Division. This project was a huge success not only for AMERICAN, but also for KWA. If more information about this project is requested or you would like references, please let us know.
- e. Joints – AMERICAN's quote is based on all lap welded joints. The Owner will have a fully restrained, leak free pipeline. In addition, any future taps to the

line could be placed anywhere desired. The contractor and Owner will not have to worry about gaskets rolling during the installation process. In addition, the line will be electrically continuous so there will not be a need to install bonding wires/cad welds at the joints like is required with a gasketed joint pipe.

AMERICAN is offering an adder price for rolled grooved joints in the non-restrained areas on the bid form (BI Alt 05). Delivery may be impacted if gasketed joints are required and ASWP would like the opportunity to discuss before a buying decision is made.

- b. Steel Coil Price / Tons / Index Information - AMERICAN uses the AMM (American Metal Market) US Hot – Rolled Coil Index published by Fastmarkets to follow the steel coil market. On Tuesday, 12/20/22, the index was \$35.78 per cwt (\$715.60 per ton). These numbers do not include any grade extras or freight. As of the time this proposal was due, the index had not yet posted for 12/21/22 so this is based on the index dated 12/20/22. In addition, the total gross tons required to manufacture the entire order based on the bid form is 1,447 tons of steel.

2. Capacity

AMERICAN has sufficient production capacity available for the volume of work of the subject project. AMERICAN has three manufacturing facilities. Our Paris, TX facility is a 280,000 square foot facility and has one pipe mill and is the most technologically advanced AWWA C200 pipe plant in the United States. In Columbia, SC, we have a 290,000 square foot facility that has twin pipe mills. The third facility is a 180,000 square foot facility in Flint, MI, that has one pipe mill. AMERICAN will plan to utilize all manufacturing facilities if necessary for this important project and will be able to meet the pipe delivery requirements for the subject project as shown on the Schedule of Values Worksheet.

3. Acceptance of Contractual Terms

AMERICAN has a national agreement Purchase Order that is in place and is current with Garney Construction. A copy of these terms and conditions are attached to this proposal. AMERICAN and Garney have already mutually agreed to these terms and conditions of sale.

4. Required Insurances and Bonds

- a. Insurances – The example certificate of insurance meeting the required limits are attached for reference and is part of the national agreement between AMERICAN and Garney.

- b. Bonds – There was not a line item to include the supply bond cost on the schedule of values. The added cost for a 100% supply bond is included in the price of the pipe on the schedule of values (BI's 2 and 8). Should AMERICAN sign a contract with Garney on this project, we will submit the supply bond information required on Form 474 (Rev 7/03).

5. Ability to Meet Technical Requirements and Project Milestones (Schedule)

AMERICAN will manufacture the AWWA C200 steel pipe in full conformance with the project plans and specifications. Throughout the pipe manufacturing process, the AMERICAN Quality Assurance Department (QA) is involved to monitor all aspects of production. The quality program is multi-faceted, involving QA personnel qualification, specification and manufacturing document generation and distribution, material receipt and traceability guidelines, welding procedure and welding operator qualifications, product and process monitoring and conformance testing, quality assurance documentation evaluation, and final product review and acceptance.

Schedule – AMERICAN uses a Gantt Chart to help with time management of the project. Once the project is awarded, we use critical dates from the contract requirements as well as the contractor's needs for delivery and use the Gantt chart to back into important dates for different steps along the way. This Gantt chart keeps both AMERICAN and the customer on track so that each party understands the obligations each are required to meet so that the requested delivery can be met. Please see the attached Gantt Chart with the schedule.

Evaluation Criteria B

- Garney's comfort in the Vendor's ability to supply the project as specified in this RFP.
- Please see the attached list of past and current projects AMERICAN has supplied to Garney Construction.

Evaluation Criteria C

Proposed scope of services and committed costs. Please see AMERICAN's Schedule of Values for this project. The attached price list is firm and is good with a release to purchase steel coil no later than 1/20/23. AMERICAN will need to have approved design calculations and be released to purchase steel coil by 1/20/23 to meet the schedule requested by Garney and shown on our attached Gantt Chart.

Evaluation Criteria D

- Other factors as determined by Garney
- Nothing for AMERICAN to submit.

Thank you for the opportunity to bid this important project. Should you have any questions, or need further clarification about our bid, we would welcome the opportunity to discuss and provide additional information. I can be reached at (205) 447-2660.

Sincerely,

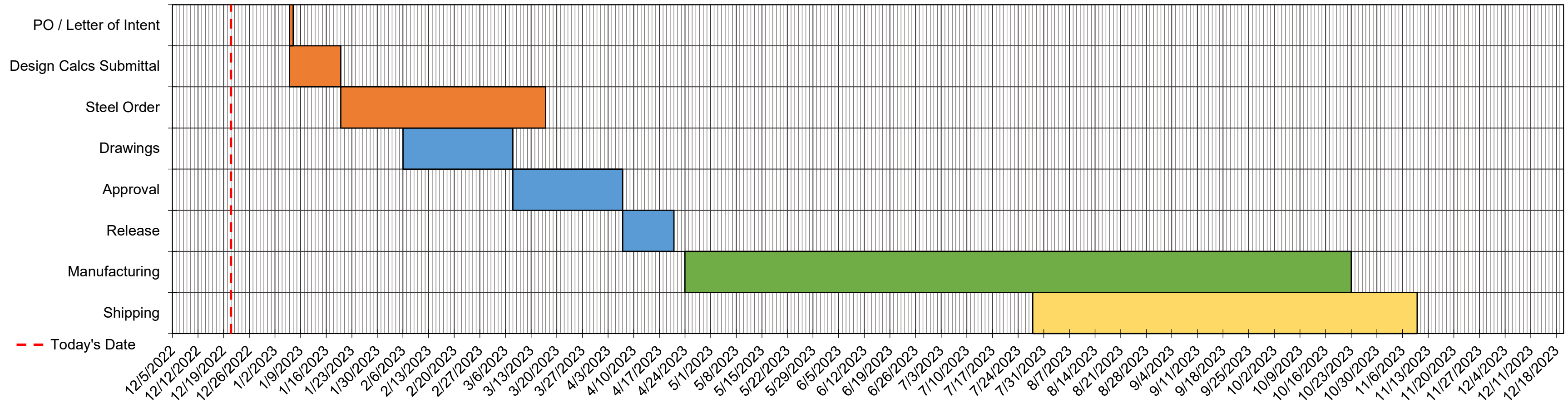
Charles Marsh
AMERICAN Senior Territory Manager

Attachment(s)

Project Gantt Chart

Review	Project Number:	WCO03092	Original Issue Date:	12/6/2022
	Project Name:	NEWT Pipeline, Phase 3 - 42" - 28,300'	Revision:	0
	Location:	Fort Collins, CO	Revision Date:	
	Customer:	Garney Construction	Project Manager:	
			Project Detailer:	
Note: All dates are estimates. Actual dates are dependant upon information received in order to complete necessary activities.				

Task Name	Start	Weekend/Weekday?	End	Duration (Days)	Queue Time (Days)	Depends On:	Completed
PO / Letter of Intent	1/6/2023	Weekday	1/7/2023	1	0	None	No
Design Calcs Submittal	1/6/2023	Weekday	1/20/2023	14	0	None	No
Steel Order	1/20/2023	Weekday	3/17/2023	56	0	PO / Letter of Intent	No
Drawings	2/6/2023	Weekday	3/8/2023	30	0	None	No
Approval	3/8/2023	Weekday	4/7/2023	30	0	Drawings	No
Release	4/7/2023	Weekday	4/21/2023	14	0	Approval	No
Manufacturing	4/24/2023	Weekday	10/23/2023	182	95	Release	No
Shipping	7/28/2023	Weekday	11/10/2023	105	0	Manufacturing	No



**American SpiralWeld Pipe Company, LLC
Project Reference List**

Date	Project Location and Description	Owner	Engineer	Contractor or Purchaser	Quantity (ft)	Size	Wall Thickness	Lining	Coating
Dec-01	Orlando, FL Raw Water Line Site 6 Retrofit	Orlando Utilities Commission 3800 Gardenia Ave Orlando, FL 32809 (407)649-4443	PB Water 1000 Legion Place, Suite 1700 Orlando, FL 32801 (407) 587-7800	Garney Companies 1331 N.W. Vivion Road Kansas City, MO 64118 (816)741-4600 Attn: Steve Swatek	8,500	54"	0.266"	CML, C205	Tape - C214
Jun-04	Green Bay, WI 54"/66" Diameter Parallel Water Transmission Main Phases III & IV	City of Green Bay 100 North Jefferson Street Green Bay, WI 54301 (920) 492-3731	Alvord, Burdick & Howson, LLC 20 North Wacker Drive, Suite 1401 Chicago, Illinois 60606 Attn: Frank Lin (312) 236-9147	Garney Construction 1333 NW Vivion Road Kansas City, MO 64118 Attn: Monti Tripp (816) 741-4600	33,000	54"	0.275"	CML, C205	Tape - C214
Nov-04	Omaha, NE Platte West Well Field - Platte River Crossing and Connector Piping	Metropolitan Utilities District 1723 Harney Street Omaha, NE 68102 (402) 554-7808	HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114 Attn: Charles Haas	Garney Construction 1333 N. Vivion Road Kansas City, MO 64118 Attn: Monti Tripp (816) 746-7201	1,500	36"	0.313"	CML, C205	Poly, C222
					700	48"	0.375"	CML, C205	Poly, C222
					2,100	54"	0.438"	CML, C205	Poly, C222
					1,400	60"	0.500"	CML, C205	Poly, C222
Feb-05	Omaha, NE Platte West Water Production Facilities Raw Water Transmission Main	Metropolitan Utilities District 1723 Harney Street Omaha, NE 68102 (402) 554-7808	HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114 Attn: Glenn H. Dostal, P.E.	Garney Construction 1333 N. Vivion Road Kansas City, MO 64118 Attn: Monti Tripp (816) 746-7201	15,000	72"	0.375"	CML, C205	Tape - C214
					6,000	72"	0.375"	CML, C205	Tape - C214
Jul-05	Tampa, FL 84 Inch Cypress Transmission Main Replacement	Tampa Bay Water 2535 Landmark Drive Suite 211 Clearwater, FL 33761	PBS&J 5300 W. Cypress Street, Suite 300 Tampa, FL 33607	Garney Construction 3018 Michigan Ave. Kissimmee, FL 34744 Attn: Jason Seubert (407) 846-3121	325	42"	0.235"	CML, C205	Tape - C214
					28,845	84"	0.443"	CML, C205	Tape - C214
May-06	Pasco County, FL West Pasco Improvements - Transmission Main	Tampa Bay Water 2575 Enterprise Rd Clearwater, FL 33763	Greeley and Hansen Engineers 1715 North Westshore Boulevard, Suite 464 Tampa, FL 33607	Garney Construction 3018 Michigan Avenue Kissimmee, FL 34744	5,196	42"	0.290"	CML, C205	Tape - C214
					855	36"	0.437"	Poly, C222	Poly, C222
Feb-08	FCAA Transmission Main Relocation Key Largo, FL	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33041-1239	Jacobs Civil, Inc. 3750 NW 87th Avenue Suite 750 Miami, FL 33178 305-718-0599	Garney Construction Contact: Rob Fults	9,130	36"	0.250"	EPOXY	Tape - C214
Mar-10	McClure Penstock Replacement Marquette County, MI	Upper Peninsula Power Company Ishpeming, MI	Barr Engineering Company 4700 West 77th St Minneapolis, MN 55435 800-632-2277 952-832-2601	Garney Construction 1333 N.W. Vivion Rd Kansas City, MO 64118 816-746-7219 Matt Foster	9,098	84"	0.469"	BARE	BARE/PU
					1,016	84"	0.798"	BARE	BARE/PU
					712	84"	0.864"	BARE	BARE/PU
					1,108	84"	0.627"	BARE	BARE/PU
					1,279	84"	0.703"	BARE	BARE/PU
					22	72"	0.500"	BARE	BARE/PU
40	42"	0.875"	BARE	BARE/PU					
Apr-10	Phase 3A Interconnect Project Sarasota County, FL	Peace River/Manasota Reg Water Supply Authority 6311 Atrium Drive Bradenton, FL 34202	PBS&J 101 Arthur Anderson Blvd Sarasota, FL 34232	Garney 3018 Michigan Ave Kissimmee, FL 34744 Jason Seubert - 407-846-3121	50,000	48"	0.260"	CML, C205	Tape - C214
Mar-10	Transmission Main - Phase 2 Kansas City, MO	Kansas City Water Services Dept 4800 E 63rd St Kansas City, MO 64130 Kelly Finn - 816-513-0351 Fax - 816-513-0288	Black & Veatch 8400 Ward Pkwy Kansas City, MO 64114 Contact: Jerry Wagner 913-458-3571	Garney 1333 NW Vivion Rd Kansas City, MO 64118 Ed Rolf - 816-741-4600	866	72"	0.507"	CML, C205	Tape - C214
					431	64"	0.465"	CML, C205	Tape - C214
					12,000	54"	0.382"	CML, C205	Tape - C214
Apr-10	Core Pipeline Procurement No. 2 Box Elder, MT	Cheppewa Cree Construction Corporation P.O. Box 3008 Box Elder, MT 59521	AE2S 300 15th St South Suite 107 Great Falls, MT 59405-2455	Garney Construction 1333 N.W. Vivion Rd Kansas City, MO 64118 816-746-7219 Matt Foster	35,000	36"	0.218"	CML, C205	Poly, C222
N/A	FCAA Trans Main Replacement MM 92.5- 98 Key West, FL	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33041-1239	TKW Consulting Engineers 5621 Banner Drive Fort Myers, Florida 33912	Garney Companies 1331 N.W. Vivion Road Kansas City, MO 64118 (816)741-4600 Attn: Steve Swatek	29,226	36"	0.375"	CML, C205	Tape - C214
Sep-12	Effluent Outfall Pipeline Project No SW 1181 Cary, NC	Town of Cary 316 N. Academy St Cary, NC 27513	Hazen & Sawyer 4011 Westchase Blvd; Suite 500 Raleigh, NC 27607	Garney 1333 NW Vivion Rd Kansas City, MO 64118 Jason Koon - 804-822-2745	51,465	55.75"	0.262"	CML, C205	Tape - C214
					7,865	49.75"	0.237"	CML, C205	Tape - C214

**American SpiralWeld Pipe Company, LLC
Project Reference List**

Date	Project Location and Description	Owner	Engineer	Contractor or Purchaser	Quantity (ft)	Size	Wall Thickness	Lining	Coating
Jun-14	Mary Rhodes Pipeline Phase 2 Section C Corpus Christi, TX	City of Corpus Christi 1210 Leopard St Corpus Christi, TX 78401 361-826-3500	Freese and Nichols 800 N. Shoreline Blvd - 1600N Corpus Christi, TX 78401 361-561-6500	Garney Construction 611 North Weber St; Suite 103 Colorado Springs, CO 80903 Robert Fults - 941-451-1488	1,934	48"	0.750"	FBE	FBE
Jun-14	Mary Rhodes Pipeline Phase 2 Section A Corpus Christi, TX	City of Corpus Christi 1210 Leopard St Corpus Christi, TX 78401 361-826-3500	Freese and Nichols 800 N. Shoreline Blvd - 1600N Corpus Christi, TX 78401 361-561-6500	Garney Construction 611 North Weber St; Suite 103 Colorado Springs, CO 80903 Robert Fults - 941-451-1488	2,015	48"	0.750"	FBE	FBE
Jun-14	Raw Water Transmission Phase 1 Loudoun County, VA	Loudoun Water 44865 Loudoun Water Way Ashburn, VA 20146 571-291-7700	Dewberry Consultants LLC 8401 Arlington BLVD Fairfax, VA Glen Pearson - 703-849-0100	Garney Companies 1331 N.W. Vivion Road Kansas City, MO 64118 (816)759-3911; 321-231-1618 (c) Attn: Sam Flowers	22,121	42"	0.323"	CML, C205	Poly, C222
					250	36"	0.323"	CML, C205	Poly, C222
					3,468	48"	0.365"	CML, C205	Poly, C222
Sep-16	Richland Creek Raw Waterline Paulding County, GA	Paulding County Water System 240 Constitution Blvd, 2nd Floor Hiram, GA 30141 678-224-4707	Croy Engineering, LLC 200 North Cobb Pkwy Building 400, Suite 413 Marietta, GA 30062	Garney Construction 5895 Shiloh Rd, Suite 114 Alpharetta, GA 30005	14,400	49.75"	0.25"	CML, C205	Poly, C222
					4,000	49.75"	0.25"	CML, C205	Poly, C222
Oct-16	Decatur to Limestone County Water Transmission Main Decatur, AL	Limestone County Water and Sewer Authority 17218 Hwy 72 West PO Box 110 Athens, AL 356212 Byron Cook - 256-233-6444	Hethcoat & Davis, Inc. 278 Franklin Road; Suite 200 Brentwood, TN 37027 615-577-4300	Garney Companies 200 Crutchfield Ave Nashville, TN 37210 Jeff Seal - 615-350-7975 Keith Lemaster 720-348-8426	8,728	37.5"	0.750"	Poly, C222	Poly + ARO
Nov-16	Eastern Parkway 48" Transmission Main Rehab - Phase 1 (Slip Line) Louisville, KY	Louisville Water Company 550 South 3rd St. Louisville, KY 40202 Mike Meyer - 502-569-3600 EXT 2326	Louisville Water Company 550 South 3rd St. Louisville, KY 40202 Mike Meyer - 502-569-3600 EXT 2327	Garney Construction 200 Crutchfield Ave Nashville, TN 37210 615-350-7975	11,203	42"	0.375"	CML, C205	Poly & Bare
Sep-16	60" WM Replacement DR6028A16	City of Gaithersburg WSSC 301-206-4308	Whitman Requardt & Associates 801 South Caroline St. Baltimore, MD 21231	Garney Construction 4515 Daly Drive, Suite K, Chantilly, VA 20151	1,390	60"	0.8"	CML, C205	Tape - C214
Nov-17	Eastern Parkway 48" TMR - Phase 2 Louisville, KY	Louisville Water Company 550 South 3rd St. Louisville, KY 40202 Mike Meyer - 502-569-3600 EXT 2326	Louisville Water Company 550 South 3rd St. Louisville, KY 40202 Mike Meyer - 502-569-3600 EXT 2327	Garney Construction 200 Crutchfield Ave Nashville, TN 37210 615-350-7975	8,319	42"	0.375"	CML, C205	Bare / Poly
Jul-18	Conduit 16 West Segment Arvada, CO	Denver Water 1600 W 12th Ave Denver, CO 80204 303-628-6614	HDR / Dewberry 1670 Broadway Denver, CO 80202 303-764-1520	Garney Construction 7911 Shaffer Pkwy Littleton, CO 80127 303-791-3600	9,300	66"	0.322"	CML, C205	Polyurethane
May-19	Purple Line Project College Park, MD	Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 301-206-4001	Atkins 400 E. Pratt St Baltimore, MD 21202 443-393-6084	Garney Construction 4515 Daly Drive, Suite K, Chantilly, VA 20151 703-794-6194	600	60"	0.660"	CML, C205	Tape - C214
Mar-20	Homestake Suction Pipeline Replacement Project Granite, CO	Colorado Springs Utilities 1521 Hancock Expressway, PO Box 1103, Mail Coe 1821 Colorado Springs, CO 80947 (719) 668-8537	Dewberry 990 S Broadway, Suite 400 Denver, CO 80209 (303) 951-0613	Garney Construction 7911 Shaffer Pkwy Littleton, CO 80127 303-791-3600	1,700	66"	0.375"	CML, C205	Poly - C222
Jan-20	Phase 3B - Regional Integrated Loop System Sarasota County, FL	Peace River / Manasota Regional Water Supply 9415 Town Center Pkwy Lakewood Ranch, FL 34202 941-316-1776	King Engineering Association 2930 University Pkwy Sarasota, FL 34243 941-358-6540	Garney Construction 2151 NE Coachman Road Clearwater, FL 33765 407-877-5903	21,200	48"	0.240"	CML, C205	Poly, C222
Jun-21	Central WWTP Capacity Improvements & CSO Nashville, TN	Nashville Metro Water Services 1450 Lebanon Pike Nashville, TN 37210 615-880-2420	Brown and Caldwell 220 Athen Way, Suite 500 Nashville, TN 37228 615-255-2288	Garney Construction 200 Crutchfield Avenue Nashville, TN 37210 615-350-7975	1,000	84"	0.350"	CML, C205	Poly, C222

**American SpiralWeld Pipe Company, LLC
Project Reference List**

Date	Project Location and Description	Owner	Engineer	Contractor or Purchaser	Quantity (ft)	Size	Wall Thickness	Lining	Coating
May-22	Phase 1B Treated Water Pipeline Segment B San Marcos, TX	Alliance Regional Water Authority 630 E. Hopkins San Marcos, TX 512-294-3214	K Friese and Associates 1120 S. Capital of Texas Hwy Cityview II, Suite 100 Austin, TX 78746 512-338-1704	Garney Construction 40 NE Interstate 410 Loop #343 San Antonio, TX 78216 210-981-2645	60,675	42"	0.198"	CML, C205	Poly, C222
					33,825	36"	0.198"	CML, C205	Poly, C222
Oct-22	Phase 1B Treated Water Pipeline Segment B - Change Order San Marcos, TX	Alliance Regional Water Authority 630 E. Hopkins San Marcos, TX 512-294-3214	K Friese and Associates 1120 S. Capital of Texas Hwy Cityview II, Suite 100 Austin, TX 78746 512-338-1704	Garney Construction 40 NE Interstate 410 Loop #343 San Antonio, TX 78216 210-981-2645	4,068	42"	0.198" and 0.375"	CML, C205	Poly, C222
					3,214	36"	0.198" and 0.375"	CML, C205	Poly, C222

1. The signing, commencement of or fulfillment of this Purchase Order (the "Agreement") shall constitute Vendor's complete acceptance of and agreement to all terms and conditions hereof and confirmation and acknowledgement of Vendor's understanding of the same.
2. Materials received which do not conform to stated Specifications, Drawings or Contract Documents are subject to return to the Vendor at the Vendor's risk and expense.
3. Vendee reserves the right to hold retainage until such time as the shipment can be determined to be free of shortages, hidden damage, or defective workmanship and improper materials. Payment shall not be construed to be an acceptance of defective work or improper materials.
4. Vendor agrees to defend, indemnify and hold harmless Vendee, its agents and employees and the Owner, from any and all claims, suits and liability for infringement or violation of any patent or patent right to the extent arising in connection with the use of the Vendee and the Owner of any of the materials furnished to it by Vendor, and Vendor agrees at its expense to defend any action brought against Vendee and/or the Owner founded upon the claim that any such materials or any part thereof infringes any such patent.
5. Vendor agrees to defend, indemnify and hold harmless the Owner of the premises at the work site and the Vendee, their officers, agents and employees (each an "Indemnitee") from and against all claims, demands, actions, and remedies of collection available under law, including reasonable attorneys' fees, related to damages because of bodily injury, including death resulting therefrom, sustained by any person or persons, or on account or damage to property, including loss of use thereof, only to the extent arising out of or in the consequence of the furnishing or delivery of material or equipment to and on the jobsite for such injuries to person or damage to property as are due or claimed to be due to the negligence of the Vendor, its employees or agents. It is agreed that the signing of a delivery ticket by the Vendee's employee shall constitute only an acknowledgement of delivery and any other clauses or contractual statements in said delivery ticket do not apply. Notwithstanding the foregoing, under no circumstances shall Vendor be required to indemnify any Vendor Indemnitee to the extent of a Vendor Indemnitee's negligence.
6. Vendor shall defend, indemnify and hold harmless indemnitees from any and all claims asserted by any third party, but only to the extent such claim is caused by the negligent act or omission of Vendor or anyone employed directly or indirectly by Vendor. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees, through and including any appeal. Except as otherwise expressly provided in this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY BENEFICIARY, FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON. Notwithstanding the foregoing waiver, liquidated damages and delay related damages are not considered to be incidental, consequential, punitive, special, or other indirect damages as set forth above; and, provided further, the waiver of damages in this Section 6 shall not limit Vendee's ability to recover damages from Vendor where the Prime Contract subjects Vendee to liability for such forms of damages. However, in regard to incidental, consequential, punitive, special, or other indirect damages, Vendor's cumulative liability shall not exceed \$_____ or _____ times the value of the Purchase Order, including Change Orders, whichever is more.
7. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Vendee may, with 10 calendar days' prior notice to Vendor, set off or recoup any amount it otherwise owes to Vendor against any liability for which Vendee determines in good faith Vendor is liable to Vendee, whether either liability is matured or unmatured, liquidated or unliquidated or arises under this Agreement.
8. The Vendee reserves the right to cancel, suspend or modify this order at the Vendee's option if, and only if, Vendor is unable to supply materials or services as required under the Agreement. Before Vendee may cancel, suspend or modify this order, Vendee must notify Vendor of its intent to cancel, suspend or modify the order, and upon receipt of such notice, Vendor shall have fourteen (14) calendar days to cure its inability to supply the materials or services.
9. Worker's Compensation, Employers' and General Public Liability Insurance and Automobile Public and Property Liability Insurance together with Social Security and Unemployment Compensation Taxes on labor involved in executing this order shall be at the expense of and paid for by the Vendor to the proper agencies.
10. No agreement or other understanding in any way modifying the conditions of this Agreement will be binding upon either party unless made in writing and signed by each party's authorized representatives.
11. Vendee's count will be accepted as final and conclusive on all shipments not accompanied by packing ticket.
12. The Vendor shall furnish for the approval of the Owner or his representative, all Shop Drawings, samples, material certifications, laboratory reports, material testing (if required by the Agreement), and all required test result forms must accompany shipments as required on all workmanship and materials entering herein shall be in strict accordance with said approved shop drawings and samples. This shall be done at no additional expense to the Vendee.
13. The Vendor shall exercise the utmost diligence to obtain the drawings and information necessary to prepare Shop Drawings and/or the materials herein contemplated, and if it at any time drawings or information have not been furnished or approved the Vendor shall, from time to time and at frequent intervals, inform the Vendee in writing as to what drawings or information may still be required to complete delivery within the time specified. Vendee will provide reasonably prompt responses to Vendor's requests for information or approvals.
14. The Vendor is familiar with the Fair Labor Standards Act in relation to wages and hours and The Federal Occupational Safety and Health Act of 1970, and where such Acts apply to the materials furnished under this contract, the Vendor agrees to comply with the terms and provisions thereof and agrees to hold the Vendee harmless from any violation of the same by the Vendor. Supplier will comply with all provisions of Title VII of the US Civil Rights Act of 1964, as amended. Supplier will comply with all applicable provisions in the preparation of its Affirmative Action Plan and in the performance of its Affirmative Action/Equal Employment Opportunity duties under this Contract.
15. The Vendor agrees that if the Vendor shall delay the materials progress of the above described work so as to cause any loss to the Vendee or damage for which the Vendee shall become liable, the Vendor shall become responsible for any losses or damage, subject to the limitation on damages set forth in Section 6, to the extent that such damages are caused by Vendor and not by Vendee.
16. The Vendor shall not sublet or assign this contract or any portion thereof without the written consent of the Vendee, and in - the manufacture, assembly, and delivery of the materials covered by this contract, this Vendor shall employ only such labor as will enable the Vendee to erect said materials at the building in harmony with all trades employed on this operation.
17. Work on all materials called for shall be started in a timely matter in order that the Vendor may commence deliveries to

the location as herein stated or upon receipt of notice mentioned herein. If the Vendor cannot meet the delivery timeline set forth in Exhibit A to this Purchase Order, thereby causing or threatening to cause delay in the general progress of the work, the Vendee shall have the right to investigate the cause of said delay and request that Vendor expedite shipment, at Vendor's cost, provided however, Vendee may only request expedited shipment to the extent Vendor's delay in delivery is attributable to Vendor's acts or omissions and not the acts or omissions of Vendee or Owner, or if not due to Vendor, Vendee may direct Vendor to expedite shipment but will pay Vendor costs related directly to such expedited shipment.

18. Vendor warrants and guarantees that all goods and materials furnished hereunder will be free from defects, of good quality and workmanship and in strict accordance with the specifications and agrees to repair or replace at its own expense any defect in materials which may occur or develop within one (1) year after acceptance of the materials unless stated otherwise on this purchase order (such Vendor warranty hereinafter referred to as "Vendor's Standard Warranty"). In addition to Vendor's Standard Warranty, Vendor warrants that the materials shall comply with the Order Specific Warranties expressly set forth on Exhibit B, and to the extent any Order Specific Warranties conflict with Vendor's Standard Warranty, the Order Specific Warranties shall control. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, VENDOR'S WARRANTIES SHALL NOT APPLY TO ANY GOODS/MATERIALS SOLD OR FURNISHED UNDER THIS PURCHASE ORDER IF VENDEE ALTERS SUCH GOODS/MATERIALS OR REPLACES ANY PART OR PARTS OF SUCH GOODS/MATERIALS WITH ANY PART OR PARTS NOT MANUFACTURED, SOLD OR OFFERED FOR SALE BY VENDOR, OR IF SUCH GOODS/MATERIALS ARE DAMAGED DURING INSTALLATION, but only to the extent the aforementioned issues cause or contribute to the defect or issue.

19. As an express condition precedent to payment of any invoice for payment or related document, Vendor agrees that it shall provide and execute the Vendor's form of the Partial (Conditional) or Final (Unconditional) Waiver of Lien and Release of Claims attached hereto as Exhibit C. Failure to provide and execute the form(s) attached hereto as Exhibit C with any invoice payment or related document shall enable Vendee to withhold and refuse payment to Vendor until such time as the documentation is provided, and such withholding shall not constitute a breach or default of this Agreement.

20. Vehicle Load Limits. By accepting this Purchase Order, the Vendor will be deemed to have all State or Municipal Specifications regarding "Vehicle Load Limits" in that the Vendor shall not exceed the legal maximum gross load on any road or bridges during their hauling. Any Assessment to due to a violation by Vendor will be back charged to the Vendor pursuant to Section 7 hereof.

21. Request for Changes to Order.

22. Vendee may, upon agreement and acceptance by Vendor in a signed writing, make changes in, additions to and deletions from the materials to be furnished under this Agreement, and/or the delivery schedule for the production or shipment of the materials under this Agreement (each, a "Change"). Upon acceptance, Vendor shall promptly proceed with the performance of this Agreement as so changed.

23. For Changes in the Prime Contract that have been initiated by Owner, for acts or omissions of or which are attributable to the Owner or any third party, or for claims which are not caused by Vendee which shall include but is not limited to price or cost escalation. Vendor shall submit any claims it may have, including notice thereof, for adjustment in the price,

schedule or other provisions of the Agreement to Vendee in writing pursuant to the applicable claim and/or dispute provisions of the Prime Contract and in sufficient time and form to allow Vendee to process such claims within the time and in the manner provided for and in accordance with the applicable provisions of the Prime Contract. Vendor agrees that it will be bound by the decision or determination made by the Owner and accept such relief or adjustment, if any, received by Vendee from Owner as its sole and exclusive remedy and in full satisfaction and discharge of such claim.

24. For Changes directed by Vendee which are not provided for under Subsection 21(b) above, or in the event the Vendee and Vendor or unable to reach agreement in regard Subsection 21(a), or in regard to any other issue(s) solely between the Vendee and Vendor (and not involving the Owner), including, without limitation, issues related to cost, time and/or scope of work, the Vendee may issue a written directive to the Vendor to promptly proceed with the work as directed and Vendor shall be entitled to submit a claim to an adjustment in the price, schedule, or other provisions of the Agreement, provided Vendor gives Vendee written notice of its intent to claim such an adjustment prior to performing such changed work.

25. During the pendency of any dispute or claim between the Vendee and Vendor, Vendor shall continue performance of its obligations under this Agreement, provided, Vendee, subject to its right to retain, withhold or offset amounts pursuant to this Agreement, continues to pay Vendor any undisputed amounts due to Vendor in accordance with this Agreement.

26. This Agreement shall be construed and enforced in accordance with the laws of the State where the project resides. Any dispute, controversy or claim arising out of or relating to the project, this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules and Mediation Procedures then in effect with the exception that the parties agree that the Procedures for Large, Complex Construction Disputes shall apply to any disputes in which the claim or counterclaim is \$ 1,000,000.00 or more exclusive of interest, attorneys' fees and arbitration fees and costs. The place of arbitration shall be Kansas City, MO. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that one party hereto becomes involved in a dispute proceeding or arbitration with a third-party that involves the Work or services provided or performed by the other party, or the dispute invokes questions of fact or law relating to the work or performance thereof of one party, the party performing such Work or services agrees to be joined as a party in such dispute proceeding or arbitration.

EXHIBIT A
DELIVERY TIMELINE

EXHIBIT B

ORDER SPECIFIC WARRANTIES

The parties acknowledge and agree that the following warranty provisions shall apply and control over any conflicting terms in Vendor's Standard Warranty, if agreed upon by the parties by their initial in the bottom right corner of this Exhibit B. Any such Order Specific Warranties shall be incorporated in, and a part of, the Agreement for the applicable Purchase Order to which it applies.

1. [LIST SPECIFIC WARRANTY TERMS INCLUDED IN PRIME CONTRACT]

PARTY INITIALS

EXHIBIT C

PARTIAL or FINAL WAIVER OF LIEN AND RELEASE OF CLAIM

EXHIBIT D

PURCHASE ORDER INSURANCE

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as required of Contractor in the Prime Contract, or such higher amounts as set forth below; provided, however:
 - 1.1. All insurance is to be issued by companies and with liability limits acceptable to Contractor.
 - 1.2. Contractor reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.
 - 1.3. Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement**, must be received by Contractor prior to commencement of work on site.
 - 1.4. If Vendor should subcontract any of this work to a third party, Vendor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor.
2. Such insurance shall include the following terms and conditions:
 - 2.1. All coverages obtained by Vendor shall be on an occurrence policy form and not on a claims made policy form.
 - 2.2. The cost of defense of claims shall not erode the limits of coverage furnished.
 - 2.3. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Contractor and other required additional insureds.
 - 2.4. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
 - 2.5. Comprehensive Automobile Liability Insurance. Vendor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Subcontract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.
 - 2.6. Workers' Compensation and Employer's Liability Insurance. Vendor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate.
 - 2.7. Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors and sub-subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for two years following project completion), (v) explosion, collapse and underground, and (vi) contractual liability insuring the indemnities set forth in the Subcontract. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate will be maintained and ISO endorsement forms CG 2010 04 13 and CG 2037 04 13 or equivalents will apply.
 - 2.8. Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
 - 2.9. Waiver of Subrogation. All insurance policies shall include a waiver of any right of subrogation of the insurers thereunder against Contractor and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters, to the extent permitted by law.
 - 2.10. Additional Insureds. Vendor furnished insurance (except Workers' Compensation Insurance) shall include Owner, Contractor and any other person or entity required by the Prime Contract, and all their assigns, subsidiaries and affiliates as additional insureds as their respective interest may appear.
 - 2.11. Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.
3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.
4. Vendor Subcontractors' Insurance. Vendor shall require all those subcontractors providing equipment, materials or services directly to Vendor in connection with this Purchase Order to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Vendor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide Contractor with such certificates and endorsements. Vendor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Vendor shall have obtained in writing from Contractor a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Subcontractor shall protect, defend and save Contractor harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Subcontract, including their use by Owner and further agrees to pay all loss and expense incurred by Contractor by reason of any such claims or suits, including attorneys' fees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER		CONTACT NAME: Agent/Broker Contact	
Insurance Agent/Broker Name		PHONE (A/C, No, Ext): Agent/Broker Phone Number	FAX (A/C, No): Agent/Broker Fax
Insurance Agent/Broker Street Address or P.O. Box		E-MAIL ADDRESS: Agent/Broker Email	
Insurance Agent/Broker City, State and Zip Code		INSURER(S) AFFORDING COVERAGE	
Contact and Phone Number		INSURER A: Name of Insurance Company	NAIC #
INSURED		INSURER B: Name of Insurance Company (if applicable)	Enter NAIC
Sub-Contractor		INSURER C: Name of Insurance Company (if applicable)	Enter NAIC
Sub-Contractor Street Address or P.O. Box		INSURER D: Name of Insurance Company (if applicable)	Enter NAIC
Sub-Contractor City, State and Zip Code		INSURER E: Name of Insurance Company (if applicable)	Enter NAIC
		INSURER F: Name of Insurance Company (if applicable)	Enter NAIC

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	Enter Policy Number	Enter Date	Enter Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	Enter Policy Number	Enter Date	Enter Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	Enter Policy Number	Enter Date	Enter Date	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	Enter Policy Number	Enter Date	Enter Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

REE: Project Name/Location
 General Liability, Auto Liability and Umbrella/Excess Liability shall include Owner, Contractor and other entities listed in the contract as Additional Insureds on General Liability, Auto Liability and Umbrella/Excess Liability. Workers Compensation shall include Owner, Contractor and other entities listed in the contract as Additional Insureds on Workers Compensation. All other coverages shall be included in favor of the insured as required by written contract.

CERTIFICATE HOLDER Garney Companies, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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NEWT PIPELINE PHASE 3 (CMAR)

NORTH WELD COUNTY AND EAST
LARIMER COUNTY WATER DISTRICTS

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

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

DECEMBER 23, 2022



7911 Shaffer Parkway
Littleton, CO 80127

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

Mr. Meyer,

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

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

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

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

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

Respectfully submitted,
Garney Companies, Inc.

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

GARY HAAS

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

CC:

Keith Lemaster – Garney Construction
Bill Williams – Garney Construction

100% LAP WELD

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

O-RING + 25% LAP WELD

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

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

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

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

NEWT Pipeline, Phase 3 - Transmission Pipeline

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

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

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

AMERICAN - LAP WELD OPTION

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

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

Delivery Rate

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

Company Name: American SpiralWeld Pipe Company, LLC

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

AMERICAN - O-RING OPTION

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

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

Delivery Rate

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

Company Name: American SpiralWeld Pipe Company, LLC

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

NEWT Pipeline, Phase 3 - Transmission Pipeline

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

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

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

NORTHWEST PIPE - LAP WELD OPTION

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

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

Delivery Rate

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

Company Name: American SpiralWeld Pipe Company, LLC

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

NORTHWEST PIPE - O-RING OPTION

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

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

Delivery Rate

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

Company Name: American SpiralWeld Pipe Company, LLC

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

NEWT Pipeline, Phase 3 - Transmission Pipeline

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

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Alt 04	42-Inch	Shrink Sleeves: Additional Requested by Contractor
Alt 05	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut. Additional cost for gasketed pipe per foot.*

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- *Note: 5 - ASWP** Delivery may be impacted if gasketed joints are required and ASWP would like the opportunity to discuss before a buying decision is made.

THOMPSON - LAP WELD OPTION

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

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

TOTAL AMOUNT BID \$ 5,003,513.70

Delivery Rate

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

Company Name: American SpiralWeld Pipe Company, LLC

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

THOMPSON - O-RING OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$
27,350.00	Linear Feet	\$ 164.72	\$ 4,505,092.00
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1.00	Each	\$ 1,575.00	\$ 1,575.00
1.00	Each	\$ 1,790.00	\$ 1,790.00
1.00	Each	\$ 1,832.00	\$ 1,832.00
5.00	Each	\$ 1,739.00	\$ 8,695.00
5.00	Each	\$ 5,017.80	\$ 25,089.00
5.00	Each	\$ 7,069.60	\$ 35,348.00
60.00	Each	\$ 709.42	\$ 42,565.20
1.00	Each	\$ 4,132.00	\$ 4,132.00
10.00	Each	\$ 10,444.80	\$ 104,448.00
1.00	Each	\$ 668.00	\$ 668.00

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

TOTAL AMOUNT BID \$ 5,049,466.20