

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, April 10, 2023, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve April 10, 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 March 13, 2023, Regular Meeting**
 - b. Unaudited Financials for March 2023**
 - c. Invoices through April 10, 2023**
 - d. Water Supply and Storage 1 Share Lease to Mr. Donaldson, Revegetation of Myers Property**
 - e. Eaton Pipeline Project Phase 3 Scope of Services Tri-Hydro**
 - f. Eaton Pipeline Project Phase 2 Scope of Services Tri-Hydro**
 - g. Revised Waiver Valuations Woodlake Water Line Relocation**
 - h. City of Thornton Easement – Longs Peak WSSC Recharge Site**
 - i. NEWT III Pipeline Easement – Western Heritage Property Development LLC.**
 - j. Tanco Tank Repair Contract**
 - k. Western States Waiver Agreement with City of Thornton and NW**
 - l. Tap, PI and water Allocations Relocation Requests**
 - i. Hauer**
 - ii. Gray**
- 6. Action: Smart Growth Policies (enclosures)**
 - a. Action: Consider Approval Resolution No. 20230410-01: Resolution Adopting a Residential Meter Overuse Surcharge Policy (enclosure)**
 - b. Action: Consider Approval of Notification Letter to Customers re Residential Meter Over use Surcharge Policy (enclosure)**
- 7. District Manager's Report: (enclosures)**

- a. Tap Sales
 - b. BPCCC Device Installation Non- Compliant Notification Letter
 - c. City of Fort Collins 1041 Comments
 - d. SCWTP Master Plan – HDR Selected Contractor
 - e. CORA Request from Fox Rothschild, LLP on behalf of Client
 - f. Tank 1, 5 complete and 7 to be completed mid-April.
 - g. Larimer County 1041 Planning Commission and County Commissioners Hearings NEWT III
 - h. 2022 CCR Submitted to Wholesale Accounts and Providers – No Violations
8. Other Business
- a. Election Status Update
 - b. Discussion re May Meeting Schedule Change

ADJOURN _____ P.M.

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

Held: Monday, the 13th day of March, 2023, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

Tad Stout, President
Scott Cockroft, Secretary
Matthew Pettinger, Assistant Secretary
Anne Hennen, Assistant Secretary

Brad Cook was absent and excused.

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; Scott Holwick, Lyons Gaddis, District special counsel; Jamie Cotter, Spencer Fane, District special counsel; George Oamek, Headwaters Corp; Richard Raines and Jan Sitterson, Water Resources; Stephanie Elliott; Stantec Consultants; Stephen Gagliardi, Town of Severance Liaison; Kris Pickett and Mark Dadey, Severance South; Greg Ciecil, Golden Eagle; Katherine Winn, Collins, Cole, Flynn, Winn & Ulmer; Derek Hoffmeister and Ed Gasup, Free Range Management; members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board

had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

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

CONSENT AGENDA MATTERS

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

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

- a. Minutes from February 13, 2023, Regular Meeting (amended)
- b. Unaudited Financials for February 2023
- c. Invoices through March 13, 2023
- d. Wild Wing Pond Temporary Construction Easement
- e. Newt III Easement Acquisition – Kaltenberger (Nunc Pro Tunc)
- f. Edge Energy Oil and Gas Mineral Lease

Stantec SCTWP Expansion Evaluation

Ms. Elliott from Stantec presented to the Board regarding a preliminary study to expand the Soldier Canyon Treatment Plant. No action was taken.

Severance South Master Meter Conceptual Discussion

Mr. Pickett presented to the Board regarding a request to enter a master meter agreement with the District to serve Severance South. Mr. Reckentine advised the Board that District staff has requested additional information to evaluate the proposal. The Board requested Mr. Pickett submit the additional requested information to the District for review in relation to required easements and master meter analysis and other matters relevant to the proposed development.

Consider Approval of Agreement Regarding the Pleasant Valley Pipeline Projects

a. Sedimentation Basin Cost Share IGA

Mr. Reckentine presented to the Board a Sedimentation Basin Cost Share IGA related to the Cameron Peak and High Park Fire ash and sediment collection. The District will pay a proportionate share of costs at 2013-dollar amounts. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the IGA.

b. Monroe Canal IGA NPIC Maintenance

Mr. Reckentine presented to the Board an IGA re Monroe Canal maintenance. The District will pay a proportionate share of maintenance costs of the Monroe Canal in order to reduce losses of water in the canal. Following, discussion, upon a motion by

Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the IGA.

Consider Approval for Development Review Variance Request re Hoffmeister – Red Barn Project 38434 CR 13

Mr. Hoffmeister presented to the Board regarding a request for variance for a fire mitigation tap to meet requirements of the Poudre Valley Fire Department. Mr. Reckentine reported to the Board that the District is not yet able to determine whether the District can meet the fire flow demands until the hydraulic model is completed and new development review is being conducted by the District. The Board requested additional information and tabled the discussion until a later time.

Consider Approval of Golden Eagle Non-Potable Raw Water Dedication Reduction

Mr. Ciecil presented to the Board a request to the Board to count water stored in a nearby reservoir to meet the non-potable water dedication requirements to serve the Golden Eagle non-potable system.

Mr. Holwick reported to the Board regarding the information provided by the applicant to verify water storage and usage rights from the reservoir. The applicant will need to provide evidence of storage and water rights to the District for evaluation before any determination can be made.

No action was taken.

NEWT III Easement Acquisition Issues – Easement Sharing Agreement Larimer & Weld Irrigation Ditch Company

Mr. White presented to the Board regarding easement sharing agreements that will be needed with the Larimer & Weld Irrigation Ditch Company. East Larimer County Water District is currently negotiating with the ditch company, and such agreements will be needed in the future between the District and ditch company. No action was taken.

Smart Growth Policies
a. Residential Meter Overuse Surcharge Policy
b. Residential Non-Potable System Requirement Policy
c. Commercial Meter Overuse Surcharge Policy

Mr. Reckentine presented draft smart growth policies to the Board including a Residential Meter Overuse Surcharge Policy requiring residential customers to pay a surcharge for overuse, a Residential Non-potable System Requirement Policy requiring all new residential developments to include non-potable water systems; and a Commercial Meter Overuse Surcharge Policy requiring commercial users to pay a tiered surcharge for use above a maximum annual allowance amount.

No action was taken.

Memorandum re Candidate Forums and Candidate Biographies on District Website

Mr. White presented to the Board regarding the option to host a candidate forum, and requests to directors to submit candidate statements for posting on the District Website. The Board determined not to hold a candidate forum. The Board directed legal counsel to provide candidates the opportunity to provide

candidate statements to be posted on the District Website. The Board also discussed establishing a physical ballot drop-off location and determined not to establish a physical ballot drop-off location.

PUBLIC COMMENT

Mr. Todd Bean addressed the Board and asked about a notification received regarding backflow protection and cross connection control and the status of WSSC adjudication.

Mr. Reckentine reported that that all landowners have complied with the letter request related to BPCCC testing. Mr. Holwick responded that the WSSC adjudication process is underway.

DISTRICT MANAGER REPORT

a. Tap Sales

Mr. Reckentine reported that zero taps were sold in February.

b. Letter to Town of Severance

Mr. Reckentine reported to the Board regarding a letter sent to the Town of Severance to clarify statements made about the District and an invitation by the Town Council to speak in their March 14, 2023 meeting. The Board determined not to attend the Town’s meeting.

c. Adjustment to Plant Investment Surcharge

Mr. Reckentine reported that Headwaters Corp is studying the PI Surcharge amounts for future presentation to the Board.

d. Adjustment to Non-Potable Irrigation Rates

Mr. Reckentine reported that Headwaters Corp is studying non-potable rates for future presentation to the Board.

e. Harmony Interconnect Agreement Executed by All Entities

Mr. Reckentine reported that all Harmony Interconnect agreements have been executed by all parties.

f. Newt III Timberline Crossing

Mr. Reckentine reported the NEWT III Timberline Crossing is complete.

EXECUTIVE SESSION

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously determined to enter into executive session for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Litigation with Eagle View Farms, LLC, and Commercial Meter Overuse Surcharge Policy

No action was taken following the Executive Session.

OTHER BUSINESS

Mr. Reckentine reported to the Board regarding backflow meter violation letters.

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 March 13, 2023, for the sole purposes of conferencing with the District’s Board of Directors for the purpose of giving legal advice on specific legal questions and discussing negotiations with third parties as authorized by §§ 24-6-402(4)(b) and (e), C.R.S. I further attest that it is my opinion that all or a portion of the executive session discussion constituted attorney-client privileged communication as provided by § 24-6-402(4)(b), C.R.S., and based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S.

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

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
 March 31, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,022,503.80
1015 - COLO TRUST - GENERAL		12,027,484.11
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,200,328.14
1020 - COLO TRUST - 2022 BOND		38,797,351.60
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,383,710.35
1105 - AR CONSTRUCTION METERS		31,580.58
1116 - ACCOUNTS RECEIVABLE		13,812.20
1230 - PREPAID INSURANCE		58,130.22
1300 - INVENTORY		1,910,430.28

Total Current Assets 58,711,094.53

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 241,869,749.85

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	1,340.00
2216 - CONST MTR DEPOSITS		118,624.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
March 31, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
2261 - HEALTH INSURANCE	0.02	
	<u> </u>	
Total Current Liabilities		505,893.58
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,067,132.58
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(10,334,404.93)	
	<u> </u>	
Total Capital		<u>217,802,617.27</u>
Total Liabilities & Capital		<u><u>\$ 241,869,749.85</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 846,582.57	\$ 2,610,080.07	\$ 12,215,468.00	9,605,387.93	21.37
3111 - WATER ALLOC SURCHARGE	378,006.00	1,059,750.00	3,490,134.00	2,430,384.00	30.36
3112 - PLANT INVEST SURCHARGE	238,694.55	437,577.05	2,268,587.00	1,831,009.95	19.29
3113 - ADJUSTMENTS	(669.92)	(5,902.53)	0.00	5,902.53	0.00
3140 - CONST METER USAGE	9,894.65	23,398.59	209,100.00	185,701.41	11.19
3141 - CONSTR METER RENTAL	1,000.00	3,155.00	5,610.00	2,455.00	56.24
3142 - CONSTRUCT METER REPAIR	3,730.95	6,090.45	560.00	(5,530.45)	1,087.58
OPERATING	1,477,238.80	4,134,148.63	18,189,459.00	14,055,310.37	22.73
3210 INTEREST-COTRUST-GENERAL	205,894.11	609,390.24	130,384.00	(479,006.24)	467.38
3220 - PORT PARTONAGE AGFINITY	654.93	654.93	828.00	173.07	79.10
NON OPERATING	206,549.04	610,045.17	131,212.00	(478,833.17)	464.93
3310 - TAP (PI) FEES	0.00	0.00	3,000,000.00	3,000,000.00	0.00
3311 - DISTANCE FEES	0.00	0.00	176,653.00	176,653.00	0.00
3312 - WATER (ALLOCATION) FEE	0.00	0.00	300,000.00	300,000.00	0.00
3314 - INSTALLATION FEES	0.00	0.00	331,224.00	331,224.00	0.00
3315 - METER RELOCATION FEE	0.00	0.00	1,656.00	1,656.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	49,684.00	49,684.00	0.00
3321 - NON-POTABLE INSTALL	0.00	0.00	22,082.00	22,082.00	0.00
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	0.00	0.00	4,174,964.00	4,174,964.00	0.00
3410 - WATER RENTAL	0.00	0.00	18,207.00	18,207.00	0.00
AG WATER	0.00	0.00	18,207.00	18,207.00	0.00
3500 - MISCELLANEOUS	402.93	37,780.14	0.00	(37,780.14)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	675.00	1,425.00	5,520.00	4,095.00	25.82
3530 - RISE TOWER RENT	300.00	900.00	8,060.00	7,160.00	11.17
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	1,377.93	40,105.14	35,662.00	(4,443.14)	112.46
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(64,946.00)	(64,946.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	0.00	0.00	74,883.00	74,883.00	0.00
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	<u>1,685,165.77</u>	<u>4,784,298.94</u>	<u>22,624,387.00</u>	<u>17,840,088.06</u>	21.15
OPERATING EXPENSE					
4110 - POTABLE WATER	196.68	588,289.44	3,224,486.36	2,636,196.92	18.24
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	10,730.00	432,424.18	463,615.14	31,190.96	93.27
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	595.00	3,175.00	14,000.00	10,825.00	22.68
WATER	<u>(11,521.68)</u>	<u>(1,023,888.62)</u>	<u>(3,864,011.34)</u>	<u>(2,840,122.72)</u>	26.50
4210 - SALARIES, FIELD	111,155.57	331,220.61	1,527,998.00	1,196,777.39	21.68
4220 - SALARIES, ENGINEERING	10,494.54	31,008.76	189,998.66	158,989.90	16.32
4240 - INSURANCE HEALTH	18,024.42	53,726.21	193,471.00	139,744.79	27.77
4250 - RETIREMENT	6,617.16	19,963.58	84,313.00	64,349.42	23.68
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	2,021.70	5,150.94	6,500.00	1,349.06	79.25
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	<u>(148,313.39)</u>	<u>(441,070.10)</u>	<u>(2,014,952.66)</u>	<u>(1,573,882.56)</u>	21.89
4410 - FIELD	519.50	9,346.76	0.00	(9,346.76)	0.00
4411 - LOCATES	0.00	1,568.64	15,501.00	13,932.36	10.12
4412 - FARM PROPERTIES	0.00	0.00	2,760.00	2,760.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,698.00	5,698.00	0.00
4414 - CONSTRUCTION METER	0.00	7,219.71	0.00	(7,219.71)	0.00
4415 - WATER LINES (REPAIRS)	18,524.75	126,658.97	50,000.00	(76,658.97)	253.32
4416 - APPURTENANCE(REPAIR)	335.47	3,886.15	0.00	(3,886.15)	0.00
4417 - METER SETTING	5,711.22	19,600.44	600,000.00	580,399.56	3.27
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	9,410.00	17,624.54	0.00	(17,624.54)	0.00
4420 - STORAGE TANKS (O & M)	4,652.75	11,145.83	0.00	(11,145.83)	0.00
4430 - PUMP STATIONS (O & M)	10,423.08	15,479.20	0.00	(15,479.20)	0.00
4435 - CHLORINE STATION	117.49	365.37	0.00	(365.37)	0.00
4440 - EQUIPMENT	153.75	6,542.08	205,000.00	198,457.92	3.19
4445 - SCADA EQUIPMENT	0.00	79.50	0.00	(79.50)	0.00
4450 - SHOP/YARD	2,756.69	31,572.41	0.00	(31,572.41)	0.00
4460 - VEHICLES	2,283.66	30,711.00	102,000.00	71,289.00	30.11
4470 - SAFETY	2,280.24	5,829.74	0.00	(5,829.74)	0.00
4480 - CONTROL VAULTS	0.00	1,173.80	29,226.00	28,052.20	4.02
4490 - MAPPING EXPENSE	3,276.00	12,100.00	39,968.00	27,868.00	30.27
OPERATION & MAINTENANCE	<u>(60,444.60)</u>	<u>(319,150.04)</u>	<u>(1,055,153.00)</u>	<u>(736,002.96)</u>	30.25
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	<u>0.00</u>	<u>0.00</u>	<u>(50,000.00)</u>	<u>(50,000.00)</u>	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4600 - ELECTRICITY	12,415.44	49,435.36	181,100.00	131,664.64	27.30
ELECTRICITY	(12,415.44)	(49,435.36)	(181,100.00)	(131,664.64)	27.30
4700 - COMMUNICATIONS	100.40	300.82	0.00	(300.82)	0.00
COMMUNICATIONS	(100.40)	(300.82)	0.00	300.82	0.00
4810 - GENERAL	2,943.51	8,830.53	0.00	(8,830.53)	0.00
4820 - AUTO	1,934.45	4,616.35	0.00	(4,616.35)	0.00
4830 - WORKER'S COMP	2,546.96	12,205.88	0.00	(12,205.88)	0.00
INSURANCE	(7,424.92)	(25,652.76)	0.00	25,652.76	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	240,220.43	1,859,497.70	7,165,217.00	5,305,719.30	25.95
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	42,920.80	122,295.76	932,658.00	810,362.24	13.11
SALARIES	42,920.80	122,295.76	932,658.00	810,362.24	13.11
5210 - FICA	12,741.04	38,732.57	130,000.00	91,267.43	29.79
5220 - UNEMPLOYMENT	0.00	1,134.35	4,968.00	3,833.65	22.83
PAYROLL TAXES	12,741.04	39,866.92	134,968.00	95,101.08	29.54
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	13,092.28	0.00	(13,092.28)	0.00
HEALTH INSURANCE	4,358.39	13,092.28	60,000.00	46,907.72	21.82
5400 - OFFICE UTILITIES	0.00	545.33	0.00	(545.33)	0.00
5401 - ELECTRICITY	790.43	1,698.49	10,000.00	8,301.51	16.98
5402 - PROPANE	2,047.50	5,961.93	7,000.00	1,038.07	85.17
5403 - TELEPHONE	2,055.25	6,030.89	23,000.00	16,969.11	26.22
5404 - CELL PHONE SERVICE	0.00	3,392.53	20,000.00	16,607.47	16.96
5405 - CELL PHONE ACCESSORIES	0.00	0.00	500.00	500.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	4,080.00	20,000.00	15,920.00	20.40
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	0.00	3,250.00	0.00	(3,250.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	308.74	479.05	0.00	(479.05)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,611.50	17,027.56	66,245.00	49,217.44	25.70
5443 - SOFTWARE	0.00	0.00	7,000.00	7,000.00	0.00
5444 - LICENSES (ANNUAL)	431.34	14,336.10	30,000.00	15,663.90	47.79
5445 - SENSUS METER SUPPORT	0.00	0.00	3,000.00	3,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
OFFICE UTILITIES	12,604.76	56,937.33	191,105.00	134,167.67	29.79
5510 - OFFICE EXPENSES	14,889.29	40,719.81	175,107.00	134,387.19	23.25
5520 - POSTAGE	0.00	125.52	3,312.00	3,186.48	3.79
5530 - BANK / CREDIT CARD FEES	3,509.13	10,744.63	5,520.00	(5,224.63)	194.65
5540 - BUILDING MAINTENANCE	0.00	36,355.59	1,104.00	(35,251.59)	3,293.08
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	50.00	3,312.00	3,262.00	1.51
5590 - TRAINING	0.00	100.00	8,833.00	8,733.00	1.13
OFFICE EXPENSE	18,398.42	88,095.55	199,948.00	111,852.45	44.06
5610 - LEGAL	22,780.00	108,231.18	357,000.00	248,768.82	30.32
5620 - ACCOUNTING	26,075.00	26,075.00	50,000.00	23,925.00	52.15
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	4,480.00	6,030.00	204,000.00	197,970.00	2.96
5660 - MEMBERSHIP FEES	17,925.65	35,638.55	9,022.00	(26,616.55)	395.02
5680 - LAND ACQUISITION	1,000.00	31,746.25	0.00	(31,746.25)	0.00
PROFESSIONAL FEES	72,260.65	210,737.56	620,822.00	410,084.44	33.94
5900 - MISCELLANEOUS	0.00	0.00	7,729.00	7,729.00	0.00
5920 - FIRE MITIGATION GRANT	17,382.97	17,382.97	0.00	(17,382.97)	0.00
MISCELLANEOUS	17,382.97	17,382.97	7,729.00	(9,653.97)	224.91
TOTAL ADMINISTRATIVE EXPENSE	180,667.03	548,408.37	2,147,230.00	1,598,821.63	25.54
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	210,064.31	1,600,000.00	1,389,935.69	13.13
STORAGE TANKS	0.00	210,064.31	1,600,000.00	1,389,935.69	13.13
6300 - PUMP STATIONS	44,379.00	60,324.01	0.00	(60,324.01)	0.00
PUMP STATIONS	44,379.00	60,324.01	0.00	(60,324.01)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65
EQUIPMENT	0.00	144,345.42	167,700.00	23,354.58	86.07
6505 - ENGINEERING	240,199.26	373,864.27	300,000.00	(73,864.27)	124.62
6510 - WATER LINES	132,852.99	4,606,143.49	15,200,000.00	10,593,856.51	30.30
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
SYSTEM	373,052.25	4,980,007.76	16,090,000.00	11,109,992.24	30.95
6610 - WATER RESOURCE MANAGER	0.00	25,357.57	0.00	(25,357.57)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	598.75	11,986.62	310,000.00	298,013.38	3.87
6640 - STORAGE	10,705.50	47,076.61	0.00	(47,076.61)	0.00
WATER RIGHTS	11,304.25	7,074,420.80	9,710,000.00	2,635,579.20	72.86
6710 - EASEMENTS	2,000.00	234,870.00	165,000.00	(69,870.00)	142.35
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	712.50	7,037.50	5,000.00	(2,037.50)	140.75
LAND/EASEMENTS	2,712.50	241,907.50	360,000.00	118,092.50	67.20
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	431,448.00	12,711,069.80	28,239,700.00	15,528,630.20	45.01
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	0.00	1,590,000.00	1,590,000.00	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	0.00	1,833,000.00	1,833,000.00	0.00
PRINCIPLE	0.00	0.00	5,127,288.00	5,127,288.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(5,127,288.00)	(5,127,288.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,685,340.77	4,784,570.94	22,624,387.00	17,839,816.06	21.15
TOTAL EXPENSES	852,335.46	15,118,975.87	42,679,435.00	27,560,459.13	35.42

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
 INCOME STATEMENT
 DETAIL
 FOR THE THREE MONTHS ENDING MARCH 31, 2023

	<u>CURRENT MONTH</u>	<u>YTD</u>	<u>BUDGET</u>	<u>+ OR - BUDGET</u>	<u>% BUDGET</u>
PROFIT/LOSS	<u>833,005.31</u>	<u>(10,334,404.93)</u>	<u>(20,055,048.00)</u>	<u>(9,720,643.07)</u>	51.53

FOR MANAGEMENT PURPOSES ONLY

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		1,003,521.94
Add: Cash Receipts		48,656.19
Less: Cash Disbursements		(2,119,586.54)
Add (Less) Other		3,089,912.21
Ending GL Balance		2,022,503.80
Ending Bank Balance		2,482,100.36
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jul 11, 2022	16682 (24,198.75)
	Nov 18, 2022	17106 (227.65)
	Jan 16, 2023	17272 (33.20)
	Feb 8, 2023	17343 (37,789.84)
	Feb 27, 2023	17401 (1,500.00)
	Mar 10, 2023	17450 (17,712.90)
	Mar 14, 2023	17464 (4,423.14)
	Mar 14, 2023	17470 (25.00)
	Mar 14, 2023	17472 (3,419.90)
	Mar 15, 2023	17482 (2,405.19)
	Mar 23, 2023	17492 (500.00)
	Mar 23, 2023	17493 (23.00)
	Mar 23, 2023	17495 (487.72)
	Mar 23, 2023	17496 (1,100.00)
	Mar 23, 2023	17498 (117.49)
	Mar 23, 2023	17499 (2.04)
	Mar 23, 2023	17500 (4,590.50)
	Mar 23, 2023	17501 (100.40)
	Mar 24, 2023	17502 (182.45)
	Mar 24, 2023	17503 (3,086.22)
	Mar 24, 2023	17504 (95.33)
	Mar 24, 2023	17505 (33.75)
	Mar 24, 2023	17506 (22,780.00)
	Mar 24, 2023	17507 (1,385.00)
	Mar 24, 2023	17508 (521.50)
	Mar 27, 2023	17509 (5,611.50)
	Mar 27, 2023	17510 (31,015.52)
	Mar 27, 2023	17511 (712.50)
	Mar 27, 2023	17512 (1,910.00)
	Mar 27, 2023	17513 (19,500.00)
	Mar 27, 2023	17514 (17,925.65)
	Mar 27, 2023	17515 (211.20)
	Mar 27, 2023	17516 (1,224.50)
	Mar 27, 2023	17517 (131.35)
	Mar 27, 2023	17518 (387.00)
	Mar 29, 2023	17519 (2,346.25)
	Mar 29, 2023	17520 (6,281.83)
	Mar 29, 2023	17521 (2,047.50)
	Mar 29, 2023	17522 (2,000.05)
	Mar 29, 2023	17523 (2,055.25)
	Mar 30, 2023	17524 (7.65)
	Mar 30, 2023	17525 (17,382.97)
	Mar 30, 2023	17526 (1,702.50)
	Mar 30, 2023	17527 (235.18)
	Mar 30, 2023	17528 (2,450.00)
	Mar 30, 2023	17529 (808.24)
	Mar 30, 2023	17530 (1,925.00)
	Mar 30, 2023	17531 (120.00)

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

Filter Criteria includes: Report is printed in Detail Format.

	Mar 30, 2023	17532	(48,816.08)	
	Mar 30, 2023	17533	(2,090.24)	
	Mar 31, 2023	17534	(23,625.00)	
	Mar 31, 2023	17535	(1,800.00)	
	Mar 31, 2023	17536	(7,350.00)	
	Mar 31, 2023	17537	(4,900.00)	
	Mar 31, 2023	17538	(127,692.36)	
	Mar 31, 2023	17539	(308.74)	
	Mar 31, 2023	OL-0331202	(5,887.51)	
Total outstanding checks				(467,202.54)
Add (Less) Other				
	Mar 30, 2023	CC0330	1,590.03	
	Mar 31, 2023	CC0331	4,157.40	
	Mar 30, 2023	CCIH0322	684.01	
	Mar 31, 2023	CCIH0323	650.12	
	Mar 31, 2023	MARS0323	524.42	
Total other				7,605.98
Unreconciled difference				0.00
Ending GL Balance				2,022,503.80

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	13,976,464.08
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(1,948,979.97)
Ending GL Balance	<u>12,027,484.11</u>
Ending Bank Balance	<u>12,027,484.11</u>
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>12,027,484.11</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,192,016.12
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	8,312.02
Ending GL Balance	2,200,328.14
Ending Bank Balance	2,200,328.14
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,200,328.14

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,650,789.54
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>146,562.06</u>
Ending GL Balance	<u>38,797,351.60</u>
Ending Bank Balance	38,797,351.60
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>38,797,351.60</u></u>

WATER LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2023 (the “Effective Date”), by and between the North Weld County Water District, (“District” or “Lessor”) and AGIG, LLC (“Lessee”).

RECITALS

WHEREAS, Lessor owns one (1) share of the Water Supply and Storage Company (the “Company”) represented by Stock Certificate No 6850 (1 share) (the “Share”); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of approximately 131.4 acres located near Highway 14 and Weld County Road 13, in Weld County (the “Farm”); and

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

AGREEMENT

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

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

Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

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

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

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

Fort Collins, CO 80528

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

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

[The rest of this page left intentionally blank]

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

AGIG, LLC

By: John Donaldson, Manager of AGIG, LLC

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager



March 9, 2023

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

RE: Proposed Scope of Work, Fee Estimate, and Project Schedule
Eaton Pipeline Phase 3 Project

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) appreciates the opportunity to provide professional services to the North Weld County Water District (NWCWD) for design and construction of the proposed Eaton Pipeline Phase 3 Project. We understand the project includes the design of approximately 4 miles of water line from the intersection of County Road 72 and CR 33 to the intersection of CR 72 and CR 41. During discussions with NWCWD, it was noted the final water line alignment has not been determined.

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

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

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

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

Authorized By: _____

Authorized Date: _____



Mr. Eric Reckentine
March 9, 2023
Page 2

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

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "Loren Eldridge-Looker".

Loren Eldridge-Looker, P.E.
Project Manager

A handwritten signature in blue ink, appearing to read "Michelle L.D. Sell".

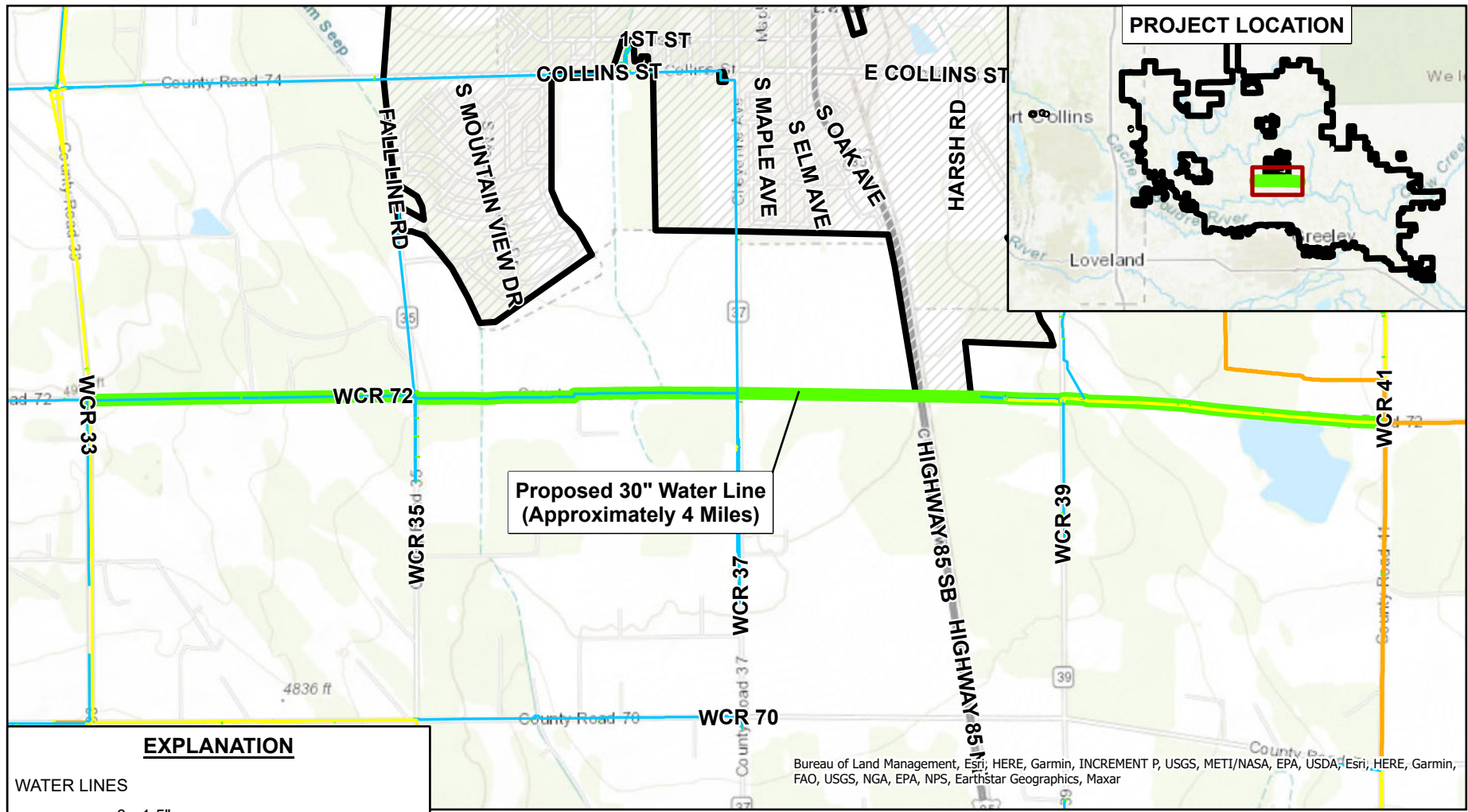
Michelle L.D. Sell, P.E.
Project Director

999-75Q-005

Attachments

FIGURE

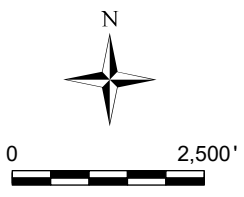
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EXPLANATION

WATER LINES

- 0 - 1.5"
- 2 - 4"
- 6 - 8"
- 10 - 20"
- PROPOSED 30" WATER LINE
- DISTRICT BOUNDARY
- EXCLUSION AREA



Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, Esri, HERE, Garmin, FAO, USGS, NGA, EPA, NPS, Earthstar Geographics, Maxar

 Trihydro CORPORATION 1252 Commerce Drive Laramie, WY 82070 www.trihydro.com (P) 307/745.7474 (F) 307/745.7729	FIGURE 1			
	PROPOSED EATON PIPELINE PHASE 3 PROJECT EXTENTS			
	NORTH WELD COUNTY WATER DISTRICT LUCERNE, COLORADO			
Drawn By: BR	Checked By: LEL	Scale: 1" = 2,500'	Date: 2/8/23	File: 1_ProjectLocation

EXHIBIT A

PROPOSED SCOPE OF WORK

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

Trihydro Corporation (Trihydro) is pleased to submit our proposal for providing professional engineering and surveying services to the North Weld County Water District (District) for the Eaton Pipeline Phase 3 Water Line Project. This proposal represents our understanding of the Scope of Work and is subject to change following future discussions. Trihydro is happy to meet with the District during a scoping meeting to discuss the proposed scope of work and revise as needed to verify objectives are met.

Trihydro understands the Eaton Pipeline Phase 3 Water Line will connect to the existing 30-inch water line at the intersection of County Road (CR) 33/CR 72 and extend along CR 72 east to approximately the intersection of CR 41/CR 72. The final project extents will be determined as hydraulic modeling is completed and estimated construction costs are determined. Trihydro understands construction may need to be phased and will consider this during design activities.

General project work will include design of approximately 21,500 linear feet (LF) of 30-inch water line. The final water line size and length will be determined based on the final hydraulic water model results (performed by Stantec). Trihydro will review District/Stantec-provided model data related to pipeline hydraulics, possible air release valve and blow-off locations, and pressure reducing valve (PRV) considerations including design pressures and flows. An alignment evaluation will be completed during the preliminary engineering phase. It is anticipated a horizontal bore will be completed below the Colorado Department of Transportation (CDOT) US Highway 85 and Union Pacific Railroad (UPRR) rights-of-way (ROW) – we have assumed a 500-foot bore. There are also several irrigation ditches along the potential alignment, and coordination with the ditch owners will take place as the alignment is further defined. The proposed project extents are included as Figure 1.

TASK 1: PROJECT MANAGEMENT

A. Task Goals

1. Achieve the budget and schedule constraints.
 - a. Begin design activities in April 2023.
 - b. Complete design and permitting activities within eighteen (18) months.
 - c. Coordinate with North Weld County Water District (District) to identify bidding and construction timeline.
2. Manage scope variations to meet the budget and schedule constraints.
3. Communicate early and openly about issues impacting the budget, schedule, and scope.
4. Review monthly progress reports and invoices, ask questions, and process invoices.
5. District to furnish required information and provide review comments and approvals in a timely manner, generally within two (2) weeks.

B. Trihydro Scope

1. Project Management
 - a. Conduct kickoff meeting.
 - b. Manage team member daily tasks and assignments.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- c. Prepare client updates.
- d. Monitor and track project schedule and budget.
- e. Perform administrative duties.
- f. Manage subconsultants.
 - i. Monitor and manage subconsultants' scheduled activities.
 - ii. Review accuracy and quality of subconsultant deliverables.
 - iii. Review subconsultants' progress pay requests for accuracy and completeness and make payments as provided in the subconsultant's agreement.
- g. Attend one (1) kickoff meeting to identify key project priorities, lines of communication, delivery schedules and overall project delivery.
- h. Hold monthly progress review meetings with District Project Manager (PM)/Team (Assumes forty [40] monthly meetings during design and construction activities). Submit monthly progress reports and invoices to District PM. Monthly progress reports will include:
 - i. Invoice from the prior month. Include labor costs in terms of hours charged by individual and hourly rates. Include itemized expenses. Include a cost breakdown for each project task.
 - ii. Cumulative percent complete by task with a brief narrative of significant scope items completed within each task.
 - iii. Schedule update.
 - iv. Data request log update consisting of a simple list of outstanding items.
 - v. Identify and recommend resolution of budget, schedule, or scope issues.
 - vi. Brief narrative of significant scope items to be completed in the next month.
 - vii. Provide quality reviews on deliverables prior to submission to District PM.

C. Trihydro Deliverables

- 1. Meeting agendas and meeting minutes.
- 2. Monthly invoices and progress reports.
- 3. Electronic resource for sharing documents.

D. Assumptions

- 1. Kickoff meeting will be in-person at District's office. Kickoff meeting will be two (2) hours in duration, attended by four (4) Trihydro personnel. Meeting agenda and minutes will be prepared.
- 2. Monthly meetings will be one (1) hour in duration and attended by four (4) Trihydro personnel. Meeting agendas and minutes will be prepared each month (assume two [2] hours).

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

3. Active construction will take place over multiple construction seasons and considers “on hold”/inactive time during irrigation and crop seasons.
 - a. Assume eighteen (18) total months of active construction to complete project.
4. Monthly meetings may not take place during inactive construction months.
5. Project deliverables will be provided electronically in Portable Document Format (PDF). Distribution of electronic Bidding Documents may be achieved with a Trihydro-provided cloud-based sharing site.
6. The project will be managed wholistically while construction documents will be prepared for two phases/construction contracts.
7. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination are not included herein and will be conducted as a separate contract.

TASK 2: DATA COLLECTION AND HYDRAULIC MODEL REVIEW

A. Task Goals

1. Transfer pertinent information from District to Trihydro.
2. Elevate Trihydro’s awareness and understanding of pertinent information.
3. Prepare a preliminary engineering technical memorandum on design path forward, contracting procedures and evaluation specifics.
4. Review existing water system hydraulic model data relevant to proposed water line.
5. Coordinate with District and Stantec to determine the ideal PRV location and configuration on the proposed water line.
6. Identify permanent and temporary construction easements for pipelines. Perform boundary survey and provide easement descriptions.
7. Conduct topographic survey of proposed pipeline route.
8. Provide subsurface utility engineering.
9. Provide geotechnical investigation and engineering report.
10. Identify potential irrigation ditch crossings.
11. Identify potential project permit requirements from various agencies.

B. Trihydro Scope

1. Research and Investigation.
 - a. Prepare and maintain a data request tracking log.
 - b. Request, obtain, and review pertinent information from District and Stantec.
 - c. Request, obtain, and review documents from utility owners.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- d. Identify necessary temporary construction and permanent easements, access agreements, land ownership, and permits along the four-mile project length. Provide survey and prepare legal easement/access documents as needed for approximately twenty-five (25) property owners.
 - e. Identify potential irrigation ditch crossings and contacts for each ditch crossing.
 - f. Coordinate with District and Land Agent regarding right-of-entry and land acquisition.
 - g. Identify environmental surveys that may need to be completed.
 - h. Identify Colorado Department of Public Health and Environment (CDPHE), Weld County, CDOT, and UPRR permits and associated requirements.
2. Review Water System Hydraulic Model Results and Data.
- a. Trihydro understands the current District water system model is maintained by Stantec. Trihydro will review District/Stantec-provided model data related to pipeline hydraulics, possible air release valve and blow-off locations, and PRV considerations including design pressures and flows. Trihydro will coordinate with the District and Stantec regarding questions and system modifications, if any, during design. Trihydro will also coordinate with the District and Stantec regarding data needed for CDPHE and Weld County permitting.
 - b. Review existing maps, drawings, plans, and reports related to proposed work. Conduct field investigations as necessary to verify existing conditions.
3. Conduct Topographic Survey.
- a. Trihydro's Surveyor will perform a topographic and feature survey of the proposed preferred pipeline corridor to support the design effort, including location of existing physical features, establishment of control and construction reference points, and collection of topographic information to create a project design mapping file. Once the utilities are marked, survey field activities under the supervision of a Colorado-licensed surveyor will begin, including locating property corners and right-of-way monuments; and surveying fences, topographic features, marked underground utilities, and geotechnical bore holes. The topographic survey will be supplemented with Trihydro's Unmanned Aerial System (UAS) program to produce a digital terrain model that will support a 1-foot contour interval map. High resolution orthometric images will be captured as part of this effort and will be used as background imagery for construction documents. GPS/total station equipment will be used to collect supplemental detailed data as needed. The topography data will be provided in NAVD 88 vertical datum and NAD 83 horizontal datum, adjusted to ground (modified state plane coordinates).
4. Easement Preparation.
- a. Easement preparation will include researching affected properties at the Weld County Clerk and Recorder's office. Trihydro will collect relevant deeds, existing recorded easements, ROW documents, monument records, and recorded surveys. Trihydro will verify boundary and easement lines and plot additional gathered information to

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

understand the boundaries and potential conflicts prior to beginning field work. Survey fieldwork will include verifying aliquot corners, property corners, and ROW monuments. We will also locate relevant fences. Once the proposed pipeline corridor is defined, we will prepare required legal descriptions and exhibits necessary for defining permanent and temporary (construction) easements. Easement documents will consist of a legal description and accompanying exhibit.

- b. A Land Agent will assist in preparing right-of-entry agreements with the various affected landowners. It is suggested that this process be initiated early in the project timeline as results could require adjustments to the alignment. Once the alignment is finalized, Trihydro will stake the alignment in the field to gather final spot elevations at critical points and provide a visual for interested parties.
- c. Key elements of the survey scope of work are as follows:
 - i. The photogrammetrically derived base map will meet American Society of Remote Sensing (ASPRS) 10-cm vertical accuracy class (supports a 1-foot contour interval).
 - ii. Six (6) permanent control/benchmarks consisting of 30" of 5/8" rebar with aluminum cap will be set along the project corridor in locations likely to remain undisturbed. The coordinate location and elevation of these benchmarks along with the scale factor and point of origin will be provided in tabular form on the project plan set (project control).
 - iii. Horizontal control work will provide accuracies of 0.03-foot or better. Accuracies for general topographic work will be 0.10-foot or better.
 - iv. Vertical control work will provide accuracies of 0.03-foot or better. Accuracies will also be 0.03-foot on other hard surfaces and +/-0.10-foot on soft or natural ground surfaces.
 - v. Trihydro's Surveyor will report coordinates of points X, Y & Z to the nearest 0.01 foot. When +/-0.01-foot vertical/elevation accuracy tolerance is required real time kinematic (RTK) GPS will not be used. A differential level will be used to achieve accuracies of +/-0.01-foot.
 - vi. Digital Terrain Model (DTM) mapping data will be furnished by Trihydro's Surveyor. Data will be presented in layers conforming to Trihydro's Standards.
 - vii. Topography will be processed in an AutoCAD platform at a 1-foot contour interval.
- 5. Right-of-Way Acquisition Services.
 - a. Trihydro will work with Western States to perform Right-of-Way Acquisition services.
 - i. Prepare right-of-entry agreements.
 - ii. Secure title binders for each affected parcel.
 - iii. Obtain an appraisal for each of the estimated twenty-five (25) properties.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- iv. Meet with property owners and/or their representatives in an effort to establish a “good faith” negotiation and resolve the acquisition by voluntary settlement.
 - v. Maintain communication with District regarding status of negotiations and if concerns.
 - vi. Complete final documentation for final closings.
 - vii. Provide District support if District must seek acquisition through condemnation, including supporting District’s legal counsel and testimony in District Court relative to the negotiations with the property owners.
6. Environmental Services.
- a. Trihydro will complete an environmental survey to provide environmental clearances along the preliminary pipeline alignment including:
 - i. Wetland Delineation.
 - ii. Migratory Bird and Raptor Nesting Surveys.
 - iii. Sensitive Species Surveys.
 - iv. Weld County Floodplain Development Permit.
7. Subsurface Utility Engineering (SUE) and Utility Coordination.
- a. Trihydro will provide SUE and utility coordination along the proposed water transmission main route. Trihydro’s SUE Subconsultant will review utility record data and provide surface markings for identified utilities. The marking locations will be collected by Trihydro’s Surveyor and incorporated into the design plans. Trihydro will correlate surveyed utilities to the proposed transmission main route to identify potential conflicts. Trihydro will then prepare a proposed potholing plan to identify precise vertical and horizontal utility locations. The potholing plan will be presented for the District’s review and will include up to forty (40) potential conflict locations. Trihydro’s SUE Subconsultant will complete potholing activities at the finalized locations, and Trihydro’s Surveyor will collect horizontal and vertical utility data to include in the project design.

SUE investigations for this project will include QL A and B. QL A will consist of vacuum excavation of pipes by the SUE Subconsultant at up to forty (40) potential conflict locations identified by Trihydro during design.
 - b. The goal of this project is to minimize the need to relocate District-owned or private utilities. Trihydro will provide utility coordination services to work with other utilities and identify non-relocation options wherever possible. Should relocation of utilities be required, Trihydro will assist in the negotiations of reimbursement costs for relocation. The design of relocated utilities is not part of this scope of work.
8. Geotechnical Investigation
- a. Trihydro’s Geotechnical Subconsultant will gather geotechnical information necessary for the Project design. If available, existing geotechnical information for the Project corridor

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

will be used as reference, but a geotechnical investigation and engineering report is assumed herein to verify subsurface conditions and earthwork requirements for pipeline installation and constructability. Laboratory testing for engineering properties will be conducted to support the final water line design effort.

- b. The Geotechnical Subconsultant will prepare a report summarizing field and laboratory results and present the analyses, opinions, conclusions, and recommendations including:
 - i. General Project description.
 - ii. Boring location map.
 - iii. Boring summary logs with descriptions of the soils/bedrock and groundwater levels.
 - iv. Discussions regarding:
 - a) recommendations for compaction of engineered fill and utility trench backfill, as needed.
 - b) excavation considerations including excavation difficulties, side slopes, slope bracing and temporary dewatering recommendations, if needed.
 - c) the acceptability of on-site natural soils and existing fill for reuse as engineered fill.
 - d) seismicity recommendation based on the subsurface conditions and local knowledge.
 - e) groundwater effects on the proposed construction.
 - f) horizontal boring considerations.
 - g) surface and subsurface drainage recommendations; and
 - h) corrosivity testing results and recommendations including soil box resistivity testing and sulfates.
 - v. The Geotechnical investigation will include:
 - a) One (1) boring approximately every 1,000 feet (ft) along the transmission main route (21 @ 10 ft). Two (2) additional borings will be included in the transmission main route's easternmost 2,500 ft adjacent to Cozzens Lake.
 - b) One (1) boring near irrigation ditch crossings (5 @ 20 ft).
 - c) One (1) boring at each end of the US 85/railroad horizontal bore (2 @ 40 ft).
 - vi. Laboratory testing and analyses will be conducted to evaluate the strength, compressibility, and swell characteristics and classification of the soils.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

9. Prepare a Preliminary Engineering Technical Memorandum (to be completed between Task 3 and Task 4).
 - a. Trihydro will prepare a Preliminary Engineering Technical Memorandum to document background information and determine a design and construction path forward. The Preliminary Engineering Technical Memorandum will include, but is not limited to, the following information:
 - i. Summarize hydraulic model data review.
 - ii. Summarize survey information, including landownership and easements.
 - iii. Summarize environmental surveys.
 - iv. Summarize SUE results.
 - v. Discuss water line alignment and summarize challenges (e.g., roadway and railroad crossings, irrigation ditch crossings, access roads, etc.).
 - vi. Summarize phasing options.
 - vii. Summarize geotechnical investigation.
 - viii. Complete pipe material assessment, including conceptual costs.
 - ix. Discuss bidding and construction timeframes.
 - b. Perform quality assurance/quality (QA/QC) control review of Preliminary Engineering Technical Memorandum prior to submittal.
 - c. Meet with District and Stantec to review technical memorandum, recommendations, and preferred alternatives.

C. District Scope

1. Provide the following information and other documents as requested by Trihydro:
 - a. Relevant record drawings of Project corridor.
 - b. Previous studies, geotechnical investigation reports, design reports, and other applicable reports if available.
 - c. Flow and pressure data relevant to project, including current pressure zone map of the District's water system area.
 - d. Existing water system hydraulic model results and data in report format.

D. Trihydro Deliverables

1. Data requests.
2. Data request tracking log.
3. Right-of-entry agreements.
4. Easement surveys and property descriptions.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

5. Site topographic and feature survey.
6. Environmental review information.
7. Geotechnical Engineering Report.
8. Preliminary Engineering Technical Memorandum (between Task 3 and Task 4).
9. Meeting agendas and meeting minutes.

E. Assumptions

1. Stantec will provide final water line size based on water model results.
2. District and Stantec will provide requested water model output data for review and permitting.
3. Trihydro and the Land Agent will coordinate with property owners (assume twenty-five [25] property owners).
4. All survey data will be provided in modified state plane.
5. Right-of-Way Acquisition conveyance documents will be standard District conveyance forms.
6. District will review and approve Right-of-Way Acquisition templates prior to completing conveyance forms.
7. Federal and CDOT policies require Right-of-Way Acquisition negotiations remain open for at least 30 days.
8. Fees to support acquisition by eminent domain are not included in this work scope.
9. Relocated utilities design is not included in this work scope.
10. Right-of-Entry approvals from landowners for survey, geotechnical investigation, SUE, etc., will be provided by Land Agent.
11. Trihydro's Surveyor will work with the SUE Subconsultant to collect surface utility markings and potholing data.
12. One (1) survey mobilization is assumed to set project control.
13. Two (2) survey mobilizations are assumed during the UAS survey.
14. Four (4) survey mobilizations to collect additional data, including subsurface utility information, aboveground utility markings, and geotechnical boring locations.
15. Two (2) rounds of comments from District and property owners to address temporary and permanent easement comments/questions.
16. Geotechnical investigation will be performed along the proposed water line alignment.

TASK 3: PRELIMINARY ENGINEERING – 30% DESIGN

A. Task Goals

1. Evaluate and finalize water line alignment.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

2. Evaluate phased approach for landowner coordination and construction activities.
3. Prepare 30% Design water line plans.
4. Prepare preliminary easement documents for landowner discussions.
5. Assist Land Agent with landowner discussions.
6. Prepare 30% Design Preliminary Opinion of Probable Construction Costs.
7. Perform QA/QC for documents prior to submittal.
8. Deliver 30% Design documents.
9. Gather and document District staff comments.
10. Hold preliminary meetings and coordinate design activities with CDPHE, identified franchise utilities, and stakeholders, if requested.

B. Trihydro Scope

1. Prepare 30% design plans (including proposed project phasing), index of anticipated specifications, and design criteria for approximately 21,500 LF of 30-inch water line including pipeline sizes and materials and preliminary alignment and profile. Identify preliminary water line horizontal boring locations.
2. Prepare 30% design plans, index of anticipated specifications, and design criteria for PRV electrical and SCADA.
3. Prepare preliminary easement documents based on proposed water line alignment. Identify extents of permanent easements, as well as proposed construction easements, if necessary. Trihydro will assist the Land Agent with landowner discussions by providing legal descriptions, exhibits, and overall project map showing preferred alignment.
4. Prepare Preliminary Opinion of Probable Construction Costs.
5. Coordinate with District and Stantec regarding PRV considerations, air release valve stations, and blow-off locations.
6. Begin coordinating with the CDOT and UPRR for the transmission main boring.
7. Begin coordinating with Weld County for the transmission main design.
8. Trihydro will perform quality assurance/quality control reviews on design documents.
9. Trihydro will hold weekly internal project coordination meetings, as needed.
10. Prepare pre-design technical corrosion memorandum.
11. Submit 30% design documents electronically to District for review. Meet with District staff to review and document comments. Agreed upon review comments from the District will be incorporated into the 60% design.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

C. District Scope

1. Timely review of 30% Design and meeting materials.
2. Key decision makers to participate in review meetings.
3. Arrange for relevant site tours by Trihydro and subconsultants.
4. Provide as-built information for existing water line at proposed connection point.

D. Trihydro Deliverables

1. Draft and final 30% design plans and index of anticipated specifications for review.
2. Draft preliminary easement documents.
3. Pre-Design Technical Corrosion Memorandum.
4. Final 30% Design Preliminary Opinion of Probable Construction Costs.
5. Documented responses to District comments.
6. Meeting agendas and meeting minutes.

E. Assumptions

1. District will review meeting minutes and submittals within two (2) weeks of receiving.
2. Two (2) water line alignment options will be considered.
3. District standard specifications will be used.
4. The drawings will follow Trihydro CADD standards. The latest version of AutoCAD Civil 3D will be used to develop the drawings. Copies of AutoCAD drawings will be provided as .dwg and PDF files.
5. Water line material will be selected under Task 2 – Data Collection and Hydraulic Model Review.
6. Trihydro will coordinate with the Land Agent to lead landowner discussions for right-of-entry, easement negotiations, and acquisitions.
7. Documents will be delivered in PDF and Excel format.
8. Drawing size will be scaled for 22 x 34-inch full scale and 11 x 17-inch half scale plan sheets.
9. Weekly internal project coordination meetings will be one (1) hour in duration.
10. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meetings will be two (2) hours in duration, and four (4) Trihydro personnel will attend.

TASK 4: 60% DESIGN

A. Task Goals

1. Incorporate 30% design comments from District, CDOT, UPRR, and Weld County into design.
2. Prepare 60% water line construction documents.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

3. Finalize project phasing approach.
4. Revise preliminary easement documents based on District, Land Agent, and landowner discussions.
5. Assist Land Agent with landowner discussions by providing legal descriptions, exhibits, and overall project map showing preferred alignment.
6. Prepare 60% Design Preliminary Opinion of Probable Construction Costs.
7. Gather and document District comments.
8. Hold update meetings with CDPHE, CDOT, UPRR, Weld County, identified franchise utility companies, and project stakeholders, as needed.

B. Trihydro Scope

1. Prepare 60% construction documents including:
 - a. Incorporate approved District, CDOT, UPRR, and Weld County comments from 30% review into 60% design.
 - b. Prepare final easement documents.
 - c. Prepare water line plans for approximately 21,500 LF of 30-inch water line with preliminary horizontal and vertical design, isolation valving, air release station locations, blow-off station locations, water line borings, and connection details.
 - d. Coordinate with other public and private utilities and the negotiation of relocation fees, if required.
 - e. Prepare technical specifications using a combination of District and Trihydro documents, including specifications for water line cathodic protection.
 - f. Prepare District's standard notes and details and project-specific details as needed.
 - g. Prepare preliminary draft corrosion control details.
 - h. Review District draft contract documents from corrosion perspective and provide review comments.
 - i. Prepare draft engineering design report.
 - j. Trihydro will hold weekly internal project coordination meetings, as needed.
2. PRV Electrical Design
 - a. Prepare one-line electrical diagrams for proposed PRV station. Coordinate with each discipline on motor and equipment loads.
 - b. Prepare detailed electrical load calculations.
 - c. Prepare layout of the major electrical equipment. Coordinate with Instrumentation and Controls (I&C) discipline to confirm space requirements and locations for control

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

equipment. Locate major input/output (I/O) termination panels, terminal junction boxes, and control panels.

- d. Coordinate service upgrades to the PRV site as required.
 - e. Update cost opinion.
 - f. Prepare draft technical specifications.
 - g. Specify construction contractor performance of arc flash analysis and label sticker installation for new equipment.
3. Instrumentation and Control Systems Design (SCADA) – to be coordinated with District's SCADA contractor (separate contract with District). General coordination items/activities include:
- a. Prepare one-line SCADA diagrams for proposed controls. Coordinate with each discipline on control requirements and logic for equipment and develop process control narratives.
 - b. Finalize annotated internal reference P&IDs for internal coordination and use.
 - c. Prepare preliminary I/O count. Size and locate I/O locations for existing control systems.
 - d. Summarize I&C system design philosophy for PRV control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements. Update/finalize control system block diagram. Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.
 - e. Prepare cost opinion.
 - f. Prepare technical specifications.
4. Submit 60% Design water line construction documents.
- a. Update the Opinion of Probable Construction Cost.
 - b. Trihydro will perform QA/QC reviews on the construction documents.
 - c. Submit 60% Design construction documents electronically to District and other identified entities (e.g., franchise utilities, Weld County, CDOT, UPRR, etc.) for review. Meet with District staff to review and document comments. Agreed upon review comments from the District will be incorporated into the 90% design. Meet with CDOT and UPRR to discuss transmission main boring. Meet with Weld County to discuss transmission main design.

C. District Scope

1. Timely review of submittals and meeting materials.
2. Key decision makers to participate in review meetings.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

D. Trihydro Deliverables

1. Meeting agendas and minutes.
2. 60% Design transmission main construction documents and cost estimate.
3. Draft engineering design report.
4. Documented comment responses on the 60% Design water line construction documents.
5. Final easement documents.

E. Assumptions

1. Final easements will be in place at 60% submittal.
2. Easement documents will be revised up to two (2) times.
3. Trihydro and the Land Agent will perform direct landowner negotiation.
4. All interim submittals to District will be electronic PDF.
5. District will review meeting minutes and submittals within two (2) weeks of receiving.
6. The design of relocated utilities is not part of this scope of work.
7. Existing I&C system may be connected to new PRV control panel.
8. Trihydro will not develop process control system software programming for either the programmable logic controller (PLC) or human machine interfaces (HMI). This will be specified and performed by the Contractor's system integrator and District staff.
9. Trihydro does not anticipate the development of a Traffic Control Plan, only the specification of typical lane control figures from the CDOT Manual on Uniform Traffic Control Devices (MUTCD) and Weld County Engineering and Construction Criteria.
10. Weekly internal project coordination meetings will be one (1) hour in duration.
11. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meeting will be two (2) hours in duration, and four (4) Trihydro personnel will attend.

TASK 5: 90% DESIGN

A. Task Goals

1. Incorporate 60% design comments from District, CDOT, UPRR, and Weld County into transmission main design.
2. Prepare and submit 90% Design construction documents (including project phasing).
3. Prepare 90% Design Preliminary Opinion of Probable Construction Costs.
4. Gather and document District, CDOT, UPRR, and Weld County comments.
5. Prepare and submit permit applications to agencies.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

B. Trihydro Scope

1. Prepare 90% Design construction documents including:
 - a. SCADA control narratives and I/O list.
 - b. District standard plans, notes, and details and project-specific details.
 - c. Technical specifications.
 - d. Final corrosion and cathodic protection design and technical specifications and details.
 - e. Complete Division 0 front end documents, technical specifications, bidding and contract documents.
 - f. Update the Opinion of Probable Construction Costs.
 - g. Prepare final engineering design report.
 - h. Trihydro will conduct weekly internal project coordination meetings, as needed.
2. Submit 90% Design transmission main construction documents.
 - a. Trihydro will perform QA/QC reviews on the construction documents.
 - b. Submit 90% Design construction documents electronically to District, CDOT, UPRR, and Weld County for review. Meet with District staff to review and document comments. Meet with CDOT and UPRR to discuss transmission main boring. Upon District approval, prepare and submit permit applications to agencies. All permitting fees will be paid by the District or reimbursed to Trihydro.

C. District Scope

1. Provide District approved front-end documents in Word format.
2. Timely review of submittals and meeting materials
3. Key decision makers to participate in review meetings.
4. Facilitate internal legal review and approval for procurement documents.

D. Trihydro Deliverables

1. Meeting agendas and minutes.
2. 90% Design transmission main construction documents and cost estimate.
3. Documented comment responses on the 90% Design transmission main construction documents.
4. Submit 90% Design drawings and specifications to CDPHE, CDOT, UPRR, and Weld County for review.
5. Final engineering design report.
6. Submit draft and final permit applications to permitting agencies.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

E. Assumptions

1. Reviews of 90% Design contract documents by District and agencies will be considered as final review. All approved comments will be incorporated into a final bid set and ready for construction. Any reviews of 100% contract documents will be for completeness only. Trihydro may request additional services for technical comments and plan changes following completion of the 90% Design review process (i.e., during the 100% review).
2. District will review meeting minutes and submittals within two (2) weeks of receiving.
3. Weekly coordination meetings will be one (1) hour in duration.
4. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meeting will be two (2) hours in duration, and four (4) Trihydro personnel will attend.

TASK 6: CONSTRUCTION BIDDING AND CONTRACT AWARD

A. Task Goals

1. Prepare final bid-ready, 100% contract documents (Issue for Bid), for two (2) anticipated project bids.
2. Send notifications to contracting firms to inform them of the upcoming project a minimum of two (2) months before the bid documents are ready. The goal is to gain enough Contractor interest to receive three to five bids.
3. Assist in the selection and award of construction contracts.
4. We understand the District may want to phase construction activities. Two (2) project bids are assumed – the tasks outlined below will be implemented on a per-phase basis if additional project bids are required.

B. Trihydro Scope

1. Trihydro will modify the construction documents to reflect the District's 90% review comments, applicable regulatory agencies, and Trihydro's quality control review team. The final 100% contract documents (Issue for Bid) will be submitted to the District for two (2) bids.
2. Coordinate with District to identify an online bidding platform.
3. Attend two (2) pre-bid meetings to present project details and expectations and address contractor questions. Four (4) Trihydro personnel will attend the pre-bid meetings. Assume the pre-bid meeting will be three (3) hours to include meetings and site visits.
4. Respond to bidder questions and requests for information (RFI).
5. Prepare and issue up to two (2) addenda.
6. Evaluate bids for compliance and completeness, prepare a bid tabulation, review apparent low bidder's qualifications and references and make recommendations of award to the District.
7. Trihydro will make edits to Contract Documents based upon bid addenda.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

C. District Scope

1. Advertise the two (2) separate projects.
2. Issue notifications to contracting firms of pending bid.
3. Issue addenda prepared by Trihydro on the District bidding platform.
4. Conduct the bid openings.
5. Review Trihydro's bid tabulation, bidder evaluations and recommendation of award.
6. Schedule and approve bids at District Board meeting.
7. Provide staff to administer Contracts.

D. Trihydro Deliverables

1. Written responses to questions from potential bidders for two (2) bids.
2. Prepare addenda for two (2) bids.
3. Construction documents in PDF format along with three 11 x 17-inch hard copy sets of plans and three set of construction documents for District and three 11 x 17-inch hard copy sets of plans, three sets of 22 x 34-inch sets of plans and three sets of construction documents for the Contractor for each of the two (2) bids.

E. District Deliverables

1. Advertisement of two (2) bids.
2. District approval of two (2) bids.

F. Assumptions

1. Construction bidding and contract award phase will be for two (2) separate bids.

TASK 7: CONSTRUCTION ADMINISTRATION

A. Task Goals

1. Complete construction to meet water system improvement requirements.
2. Improve the level of service for District customers.
3. Improve District's ability to manage and control the water delivery.
4. We understand the District may want to phase construction activities. The tasks outlined below will be implemented on a per-phase basis.

B. Trihydro Scope

Trihydro will provide construction administration and coordinate activities during construction for two (2) separate but related projects. We assume active construction will take place over eighteen (18) months, including periods of inactive/"on hold" time during irrigation and crop seasons. Total active construction time is assumed to be eighteen (18) months.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

1. Attend the following meetings:
 - a. Attend and conduct two (2) preconstruction meetings with the awarded Contractor and District construction personnel to review construction project organization, roles and responsibilities associated with construction administration, construction related correspondence, observations and inspections, contract change orders, monthly progress estimates and payments, material testing, schedule of values, schedule, disinfection and pressure testing, start up, project closeout, and record documents.
 - b. Attend weekly construction progress meetings. Assume eighteen (18) months of active construction – seventy-two (72) weekly progress meetings for the water line project. Trihydro will prepare meeting agenda, minutes and distribute notes of each meeting (seventy-two [72] total).
2. Contractor Pay Request Review: Trihydro will provide monthly reviews of Contractor partial payment request. A total of twenty (20) Contractor pay requests are assumed.
3. Review Shop Drawing Submittals: Trihydro's review of shop drawings, samples, and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract documents. Trihydro will review and respond to the Contractor's requests for substitution of materials and equipment. Upon review, Trihydro will advise District as to the acceptability of such substitutions. For the purposes of estimating the level of effort for this task, Trihydro has assumed fifty (50) submittals per contract with fifteen (15) resubmittals each (130 total).
4. Review Contractor Requests for Information (RFI). The required processing of RFIs will be in accordance with the District's construction administration protocols. RFIs received from the Contractor will be responded to in writing. RFIs will be directed to specific design team members who can most effectively develop timely responses to the Contractor. Trihydro will assist the District in providing interpretations, responses to RFIs, and clarifications of the Contract Documents. For budgeting purposes, this proposal assumes thirty-five (35) RFI's will require review.
5. Change Order Requests: Trihydro will evaluate up to three (3) change order requests per contract (six [6] total) whether by Contractor or District. If approved, Trihydro will prepare plan modifications or details, confirm Contractor costs and impacts to project schedule.
6. Mechanical and Electrical Site Observations: This task includes checking mechanical and electrical items including but not limited to electrical wiring in conformance with applicable codes; conduits and fixtures. Trihydro will retain the services of a specialty subcontractor to observe the installation and testing of the cathodic protection systems. This task includes checking cathodic protection items including but not limited to electrical wiring, in conformance with applicable codes; conduits; cathodic protection anodes and handhole covers; witnessing of potential profile for cathodic protection anodes.
7. Construction Observation
 - a. Design Team Construction Observation: Twelve (12) site visits have been budgeted for Trihydro's design staff, in addition to monthly progress meetings. A field report will be

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

prepared following the visits documenting the purpose of the visit, observations made, and any recommendations to District.

- b. Resident Project Representative (RPR): One RPR will manage the construction project. The estimated active construction duration is eighteen (18) months total (includes both phases).
 - i. Trihydro will provide staff to serve as the project's RPR. The RPR will be on site on a full-time basis during the period of actual anticipated construction. Construction observation will be for a period of up to ten (10) hours per day, five (5) days per week.
 - ii. Provide for a detailed review of the Contractor's schedule to establish a logical, defined critical path method (CPM) schedule with an overall baseline for progress measurement.
 - iii. Provide detailed review of the Contractor's traffic control plan to maintain safe traffic flow near the project.
 - iv. Attend and manage two (2) preconstruction meetings.
 - v. Attend progress meetings on site with District staff, Contractor, and their subcontractors as previously noted.
 - vi. Coordinate responses to RFIs and assist District staff in overall administration of the construction contract.
 - vii. Perform site observations to monitor the quality of construction progress and conformity to the plans and specifications. Provide specific documentation for critical inspection points during the contract in construction logs. These construction logs will document the Contractor's work, labor force, equipment, weather conditions, and other pertinent information.
 - viii. Maintain a photographic log of the project. This work is expected to include brief descriptions of each photograph with a filename, time and date reference.
 - ix. Maintain project records including contracts, schedules, progress meeting minutes, inspection logs, correspondence, routine photographs, submittals, commissioning records and post construction close-out paperwork (punch lists, lien waivers, and final acceptance).
 - x. Conduct a final punch list walk through and final inspection of the completed items.
 - xi. RPR will be the primary point of contact for official communication with the Contractor.
- c. Final Inspection: Trihydro's PM and RPR will participate in the final inspection with the District and Contractor to review the work and document items for correction to be noted on the punch list. The RPR will meet with the Contractor to confirm all punch list items are complete, and that final payment may be released.

**EXHIBIT A. PROPOSED SCOPE OF WORK
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NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- d. 2-Year Warranty Inspection: Trihydro's PM and RPR will participate in one (1) 2-year warranty inspection with the District and Contractor and provide a written report with a list of items to be repaired. District staff will confirm when Contractor has completed all repairs.
8. Prepare Record Documents: At the completion of construction work, Trihydro will review and comment on record drawing information supplied by the Contractor and will incorporate information on the drawings. Project construction documents will require the Contractor to provide a consolidated set of as-builts including changes, and clarifications issued during construction. Trihydro is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings. Trihydro will prepare electronic record drawings (PDF and AutoCAD format) for District.
9. Trihydro will provide closeout documentation including issuing project completion notification to CDPHE.

C. District Scope

1. Issue change orders.
2. Attend meetings.
3. Review and approve progress payments.

D. Trihydro Deliverables

1. Project meeting agendas and minutes.
2. Communications with Contractor and District.
3. Field Observation Reports.
4. Field inspection reports and photos.
5. Final Record Drawings in PDF format and 22 x 34-inch hardcopies.
6. Project close out documentation.
7. Warranty Inspection Report.

E. Assumptions


1. Assume two (2) phases - the tasks outlined above will be implemented on a per-phase basis if additional phases required.
2. Two (2) construction contracts are anticipated to have a total combined duration of eighteen (18) months.
3. Project manager or construction administrator will attend half (thirty-six [36]) of the weekly construction meetings in person and half (thirty-six [36]) virtually.
4. Assume long-term housing rental (\$2,000.00/month) and per diem for duration of active construction (eighteen [18] months).
5. Contractor will perform construction staking.

**EXHIBIT A. PROPOSED SCOPE OF WORK
EATON PIPELINE PHASE 3 WATER LINE PROJECT
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6. District will give prompt notice to Trihydro whenever District observes or becomes aware of any development that affects the scope or timing of Trihydro's services, or of any defect in the work of Trihydro or the Contractor.
7. District will examine information submitted by Trihydro and render in writing or otherwise provide decisions in a timely manner.
8. Trihydro's review of shop drawing submittals: Such review will not relieve the Contractor from its responsibility for performance in accordance with the construction documents, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
9. The RPR will keep a copy of Contractor deliverables for District records. Contractor deliverables include shop drawings, samples, certificates, construction photos, record documents, releases from liens, claims, and agreements, contractor design data, manufacturer's instructions, operation and maintenance data, schedules, special guarantees, permits, test and inspection reports, testing and startup data, and training data.
10. Soils testing and inspection to be performed by a third-party laboratory hired by the Contractor and approved by the District.
11. Concrete and material testing and inspection to be performed by a third-party laboratory hired by the Contractor and approved by the District.

EXHIBIT B
FEE ESTIMATE

**EXHIBIT B. PROPOSED FEE ESTIMATE
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**


		Trihydro Corporation										Expenses Direct Reimbursables										Task Total
		Professional Level 12	Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 4	Technical Level 5	Technical Level 4	Administrative 3	Labor Subtotal	Subcontracts (Labor, Equipment and Services)	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Field Equipment (See Equip tab)	Consumable Field Supplies & PPE (See Equip Tab)	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal	
TASK	DESCRIPTION	TRe \$215	MS, TRo \$173	PK \$156	JG, LEL/DK \$142	TD/RJ/KH/MK \$127	RB/MB/DG \$105	Surv \$101	\$90	\$74		Cost + 10%	\$59.00 /day/person	Cost	Cost	Cost	Cost	\$95.00 /day	\$0.625 /mile	Cost + fuel		
Task 1	Project Management																					
1.01	Project Management																					
a	Project Management	2	28		120	40	24			12	\$30,802										\$0	\$30,802
c	Manage Subconsultants		8		60	20	10			4	\$13,790										\$0	\$13,790
d	Kickoff Meeting	2	6	4	16	24	8			2	\$8,400			\$150				1	30		\$264	\$8,664
e	Monthly progress meetings and invoicing		46		120	140	8			20	\$45,098								540		\$338	\$45,436
	Task 1 Subtotal (hours)	4	88	4	316	224	50	0	0	38	724											
	Task 1 Subtotal (\$)	\$860	\$15,224	\$624	\$44,872	\$28,448	\$5,250	\$0	\$0	\$2,812	\$98,090											
Task 2	Data Collection and Hydraulic Model Review																					
2.01	Research and Investigation																					
a	Prepare and maintain a data request tracking log		2		8	16	4				\$3,934										\$0	\$3,934
b	Request, obtain, and review pertinent information from District		2		16	4	4				\$3,546										\$0	\$3,546
c	Request, obtain, and review documents from utility owners		2	4	8	16	4				\$4,558										\$0	\$4,558
d	Identify and prepare temporary construction and permanent easements (for potentially 25 land owners)		6	60	20	40	4	100			\$28,838										\$0	\$28,838
e	Identify ditch crossings and contacts		2		4	8	4				\$2,350										\$0	\$2,350
f	Environmental services and surveys		1		4	8	4				\$2,177										\$180	\$2,357
g	Identify CDPHE, Weld County, CDOT, and UPRR permit requirements		2		6	16	6				\$3,860										\$0	\$3,860
2.02	Review water system hydraulic model results and data																					
a	Review model data for pipeline sizing		4		24	4	2				\$4,818										\$0	\$4,818
b	Coordinate with District and Stantec regarding air release valve and blow-off locations, and PRV considerations		2		20	8	2				\$4,412										\$0	\$4,412
c	Coordinate with District regarding questions/system modifications		8		40	4	2				\$7,782										\$0	\$7,782
d	Coordinate with District regarding data needed for CDPHE submittal		8		16	4	2				\$4,374										\$0	\$4,374
e	Review existing maps, drawings, plans, and reports		4		8	16	4				\$4,280										\$0	\$4,280

**EXHIBIT B. PROPOSED FEE ESTIMATE
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation									
		Professional Level 12	Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 4	Technical Level 5	Technical Level 4	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	TRe \$215	MS, TRo \$173	PK \$156	JG, LEL/DK \$142	TD/RJ/KH/MK \$127	RB/MB/DG \$105	Surv \$101	\$90	\$74	
2.03	Conduct boundary/ROW survey			40	16	40					\$13,592
a	Review land ownership and existing easement information			16	8	50		16			\$11,598
b	Perform boundary/ROW survey, verify items in existing CAD base map, set control, survey marked utilities			6	2	16		16			\$4,868
c	Stake proposed CL, pick up additional details										
2.04	Right-of-Way Acquisition Services		2	8	6	4		16			\$4,570
2.05	Environmental Services		2		32	40	16				\$11,650
2.06	Provide subsurface utility engineering and utility coordination		2	2	4	18	20		4	4	\$6,268
2.07	Conduct geotechnical investigation		2	2	8	20	12				\$5,594
2.08	Conduct UAS topographic survey										
a	Project Management			6	4		8				\$2,344
b	Flight Planning/Setup			2	2	2	12				\$2,110
c	Site Orientation			2	2		6				\$1,226
d	Flight Crew on site, set ground control, flight and mobilize from Laramie				16				16		\$3,712
e	Data Processing			8	4	4	60				\$8,624
f	CAD Support				2	2	8				\$1,378
g	Data Verification and RTK processing			4	8		16				\$3,440
h	Topographic Data QAQC			4	4		8				\$2,032
2.09	Prepare a Preliminary Engineering Technical Memorandum										
a	Prepare technical memorandum (TM)		12		40	60	20		4	4	\$18,132
b	Submit draft TM to District for review/comments, hold review meeting, and finalize TM		4	2	6	10	8		4		\$4,326
	Task 2 Subtotal (hours)	0	67	166	338	410	236	148	28	8	1,401
	Task 2 Subtotal (\$)	\$0	\$11,591	\$25,896	\$47,996	\$52,070	\$24,780	\$14,948	\$2,520	\$592	\$180,393


Expenses Direct Reimbursables										Task Total	
Subcontracts (Labor, Equipment and Services)	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Field Equipment (See Equip tab)	Consumable Field Supplies & PPE (See Equip Tab)	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal		
Cost + 10%	\$59.00	Cost	Cost	Cost	Cost	\$95.00	\$0.625	Cost + fuel			
	/day/person					/day	/mile				
									\$0	\$13,592	
				\$2,100		5			\$2,625	\$14,223	
				\$840		2			\$1,080	\$5,948	
\$250,000				\$840		2			\$251,030	\$255,600	
\$7,500									\$7,500	\$19,150	
\$50,000				\$200	\$100	1	200		\$50,520	\$56,788	
\$35,000				\$200	\$100	1	200		\$35,520	\$41,114	
									\$0	\$2,344	
									\$0	\$2,110	
									\$0	\$1,226	
				\$1,040		2			\$1,330	\$5,042	
										\$8,624	
										\$1,378	
										\$3,440	
										\$2,032	
									\$0	\$18,132	
			\$150			1			\$245	\$4,571	
Subtotal	\$342,680	0	\$0	\$150	\$5,220	\$200	14	400	\$0	\$350,030	--
Subtotal (\$)	\$376,948	\$0	\$0	\$150	\$5,220	\$200	\$1,330	\$250	\$0	\$384,318	\$564,711

**EXHIBIT B. PROPOSED FEE ESTIMATE
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**


		Trihydro Corporation										
		Professional Level 12	Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 4	Technical Level 5	Technical Level 4	Administrative 3	Labor Subtotal	
TASK	DESCRIPTION	TRe \$215	MS, TRo \$173	PK \$156	JG, LEL/DK \$142	TD/RJ/KH/MK \$127	RB/MB/DG \$105	Surv \$101		\$90	\$74	
Task 3	Preliminary Engineering – 30% Design											
3.01	Prepare 30% design plans including water line and initial construction documents, including a horizontal bore		20		50	60	70		48	8		\$30,442
3.02	Provide electrical and SCADA design for Pressure Reducing Valve (PRV)		6		12	12	4		4			\$5,046
3.03	Prepare draft easement documents		1	16	12	50	8		2	2		\$11,891
3.04	Prepare corrosion control conceptual design				4	2						\$822
3.05	Prepare opinion of probable cost		2		8	12	16					\$4,686
3.06	Submit 30% plans and construction documents for review and comment and attend 30% design review meeting		4		12	10	8		10	4		\$5,702
	Task 3 Subtotal (hours)	0	33	16	98	146	106	0	64	14		477
	Task 3 Subtotal (\$)	\$0	\$5,709	\$2,496	\$13,916	\$18,542	\$11,130	\$0	\$5,760	\$1,036		\$58,589
Task 4	60% Design											
4.01	Prepare 60% construction documents including:											
a	Incorporate comments from 30% plan review		8		16	24	20		8			\$9,524
b	Prepare water transmission main and valve locations, including PRV and a horizontal bore		24		80	100	120		60	4		\$46,508
c	Develop specification for water line cathodic protection system		4		12		8			4		\$3,532
d	Coordinate with other public and private utilities		4	2	20	30	40		6	4		\$12,690
e	Update the opinion of probable construction cost		2		40	60	80					\$22,046
f	Prepare technical specifications		8		50	60	80			16		\$25,688
g	Prepare standard District notes and details and special details		8		40	24	60		12			\$17,492
h	Finalize easement documents		2	40	24	60	12		48			\$23,194
i	Draft engineering design report and CDPHE, CDOT, UPRR, and Weld County permitting documents		12		40	60	100		40	24		\$31,252
4.02	Electrical Design		4		12	4	4		2			\$3,504
4.03	SCADA: Prepare control narrative and I/O list		4		12	8	4		2			\$4,012
4.05	Submit 60% water line construction documents and attend 60% design review meeting, QA/QC	6	8		16	20	30		8	2		\$11,504
	Task 4 Subtotal (hours)	6	88	42	362	450	558	0	186	54		1,746
	Task 4 Subtotal (\$)	\$1,290	\$15,224	\$6,552	\$51,404	\$57,150	\$58,590	\$0	\$16,740	\$3,996		\$210,946

Expenses Direct Reimbursables										Task Total	
Subcontracts (Labor, Equipment and Services)	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Field Equipment (See Equip tab)	Consumable Field Supplies & PPE (See Equip Tab)	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal		
Cost + 10%	\$59.00	Cost	Cost	Cost	Cost	\$95.00	\$0.625	Cost + fuel			
	/day/person					/day	/mile				
									\$0	\$30,442	
\$5,000									\$5,000	\$10,046	
									\$0	\$11,891	
\$2,150										\$822	
										\$4,686	
			\$150			1			\$245	\$5,947	
Cost	\$7,150	0	\$0	\$150	\$0	\$0	1	0	\$0	\$5,245	--
Subtotal	\$7,865	\$0	\$0	\$150	\$0	\$0	\$95	\$0	\$0	\$8,110	\$66,699
									\$0	\$9,524	
									\$0	\$46,508	
\$7,750									\$7,750	\$11,282	
									\$0	\$12,690	
\$1,000									\$1,000	\$23,046	
									\$0	\$25,688	
									\$0	\$17,492	
									\$0	\$23,194	
									\$0	\$31,252	
\$5,000									\$5,000	\$8,504	
\$2,000									\$2,000	\$6,012	
\$1,600			\$150			1			\$1,845	\$13,349	
Cost	\$17,350	0	\$0	\$150	\$0	\$0	1	0	\$0	\$17,595	--
Subtotal	\$19,085	\$0	\$0	\$150	\$0	\$0	\$95	\$0	\$0	\$19,330	\$230,276

**EXHIBIT B. PROPOSED FEE ESTIMATE
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation										Expenses Direct Reimbursables										Task Total
		Professional Level 12	Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 4	Technical Level 5	Technical Level 4	Administrative 3	Labor Subtotal	Subcontracts (Labor, Equipment and Services)	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Field Equipment (See Equip tab)	Consumable Field Supplies & PPE (See Equip Tab)	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal	
TASK	DESCRIPTION	TRe \$215	MS, TRo \$173	PK \$156	JG, LEL/DK \$142	TD/RJ/KH/MK \$127	RB/MB/DG \$105	Surv \$101	\$90	\$74		Cost + 10%	\$59.00 /day/person	Cost	Cost	Cost	Cost	\$95.00 /day	\$0.625 /mile	Cost + fuel		
Task 5	90 Percent Design																					
5.01	Prepare 90% construction documents including:																					
a	Design water transmission main		4		40	60	80		16		\$23,832		\$4,000									\$4,000
b	Electrical design				8	2	4		2		\$1,990		\$10,000									\$10,000
c	SCADA: Prepare control narrative and I/O list		2		8	6	6		2		\$3,054		\$10,000									\$10,000
d	Prepare standard District notes and details and special details		4		16	16	24		4		\$7,876											\$0
e	Prepare technical specifications		4		16	8	24			8	\$7,092		\$2,200									\$2,200
f	Complete Division 0 front ends, technical specifications, bidding and contract documents		4		16	16	24			8	\$8,108		\$500									\$500
g	Finalize corrosion control specifications and details		1		8	4					\$1,817		\$3,800									\$3,800
h	Update the opinion of probable construction cost		2		12	8	16				\$4,746		\$1,200									\$1,200
i	Finalize engineering design report and CDPHE, CDOT, UPRR, and Weld County permitting documents		8		30	20	40				\$12,384											\$12,384
5.02	Submit 90% water line construction documents and attend 90% design review meeting, QA/QC	4	8		16	4	4		8	4	\$6,460		\$2,000		\$150.00			1				\$445
	Task 5 Subtotal (hours)	4	37	0	170	144	222	0	32	20	629	Cost	\$33,700	0	\$0	\$150	\$0	\$0	1	0	\$0	\$31,700
	Task 5 Subtotal (\$)	\$860	\$6,401	\$0	\$24,140	\$18,288	\$23,310	\$0	\$2,880	\$1,480	\$77,359	Subtotal	\$37,070	\$0	\$0	\$150	\$0	\$0	\$95	\$0	\$0	\$37,315
Task 6	Construction Bidding and Contract Award																					
6.01	Prepare and submit final 100% contract documents		4		8	10	16		12	4	\$6,154		\$3,500									\$3,500
6.02	Attend two pre-bid meetings, prepare meeting agendas, prepare meeting minutes		8		16	8	24			2	\$7,340		\$5,800									\$5,800
6.03	Respond to bidder request for information for two bids		4		8	16	16			2	\$5,688		\$2,000									\$2,000
6.04	Prepare and issue up to two addendums per bid		2		12	8	16			2	\$4,894											\$0
6.05	Evaluate bid compliance, prepare bid tabulation, and review apparent low bidder's qualifications for two bids		4		8	12	18			4	\$5,538											\$0
6.06	Create conformed construction documents for two bids		2		16	10	12		10	4	\$6,344											\$0
	Task 6 Subtotal (hours)	0	24	0	68	64	102	0	22	18	298	Cost	\$11,300	0	\$0	\$0	\$0	\$0	0	0	\$0	\$11,300
	Task 6 Subtotal (\$)	\$0	\$4,152	\$0	\$9,656	\$8,128	\$10,710	\$0	\$1,980	\$1,332	\$35,958	Subtotal	\$12,430	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,430

**EXHIBIT B. PROPOSED FEE ESTIMATE
EATON PIPELINE PHASE 3 WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation									
		Professional Level 12	Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 4	Technical Level 5	Technical Level 4	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	TRe \$215	MS, TRo \$173	PK \$156	JG, LEL/DK \$142	TD/RJ/KH/MK \$127	RB/MB/DG \$105	Surv \$101	\$90	\$74	
Task 7	Construction Administration										
7.01	Attend the following meetings:										
a	Attend two preconstruction meetings, one for each bid		4		24	60	32			2	\$15,228
b	Attend 72 weekly construction progress meetings		6		216	40	80			8	\$45,782
7.02	Process 20 Contractor pay requests		4		60	40	30			6	\$17,886
7.03	Review 50 shop drawing submittals and 15 resubmittals (per contract)		4		60	80	40			6	\$24,016
7.04	Review 35 Contractor submitted requests for information		4		50	80	40			6	\$22,596
7.05	Prepare 3 change order requests per bid (6 total)		4		24	40	40		16		\$14,820
7.06	Pipeline Corrosion Protection Inspection		2		12	6					\$2,812
7.07	Construction Observations (18-month duration)										
a	Design team construction observation (2 people, 12 site visits)				60		36			4	\$12,596
b	Resident Project Representative (RPR) (18-month duration)					3600				16	\$458,384
c	Final inspection		2		16		8			2	\$3,606
d	2-Year warranty inspection		2		8	12				2	\$3,154
7.08	Prepare record documents		4		40	32	40		80	4	\$22,132
7.09	Provide closeout documentation		4		40	8	20			2	\$9,636
	Task 7 Subtotal (hours)	0	40	0	610	3998	366	0	96	58	5,168
	Task 7 Subtotal (\$)	\$0	\$6,920	\$0	\$86,620	\$507,746	\$38,430	\$0	\$8,640	\$4,292	\$652,648
	Total (hours)	14	377	228	1962	5436	1640	148	428	210	10443
	Total (\$)	\$3,010	\$65,221	\$35,568	\$278,604	\$690,372	\$172,200	\$14,948	\$38,520	\$15,540	\$1,313,983

Expenses Direct Reimbursables										Task Total	
Subcontracts (Labor, Equipment and Services)	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Field Equipment (See Equip tab)	Consumable Field Supplies & PPE (See Equip Tab)	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal		
Cost + 10%	\$59.00	Cost	Cost	Cost	Cost	\$95.00	\$0.625	Cost + fuel			
	/day/person					/day	/mile				
			\$300				48		\$330	\$15,558	
\$5,000							6480		\$9,050	\$54,832	
									\$0	\$17,886	
\$5,000									\$5,000	\$29,016	
\$2,500									\$2,500	\$25,096	
									\$0	\$14,820	
\$120,000									\$120,000	\$122,812	
\$2,500							2520		\$4,075	\$16,671	
	360	\$36,000						\$19,800	\$77,040	\$535,424	
\$1,200			\$150				30		\$1,369	\$4,975	
\$1,200			\$150				30		\$1,369	\$4,523	
									\$500	\$22,632	
									\$100	\$9,736	
Cost	\$137,400	360	\$36,000	\$600	\$0	\$0	0	9108	\$19,800	\$221,333	--
Subtotal	\$151,140	\$21,240	\$36,000	\$600	\$0	\$0	\$0	\$5,693	\$19,800	\$235,073	\$887,721
Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	--
Total	\$604,538	\$21,240	\$36,000	\$1,350	\$5,220	\$200	\$1,710	\$6,299	\$19,800	\$697,177	\$2,011,160



April 4, 2023

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

Re: Proposed Scope of Work and Fee Estimate
North Weld County Water District Eaton Pipeline Project - Phase 2
Construction Administration Services

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) appreciates the opportunity to provide professional services to the North Weld County Water District (District) for construction administration and project closeout of the Eaton Pipeline Project - Phase 2 (Project). We understand the Project includes the installation of approximately 2.1 miles of 30-inch diameter polyvinyl chloride (PVC) water line and associated appurtenances along Weld County Road (WCR) 72 between WCR 29 and WCR 33. Project work is underway with the 2022/2023 construction phase complete. Approximately 3,800 linear feet (LF) of water line has been installed, to date, with approximately 7,400 LF remaining. Trihydro is presently under contract with the District to provide construction observation services. Recently, the District requested Trihydro prepare a scope of work and fee estimate to transition into and provide construction administration services for the remainder of the Project. The remaining Project work includes a shutdown during the 2023 growing season and a resumption of construction for the 2023/2024 phase in November 2023 to complete the Project. A transition of services and relevant Project information from the Project design consultant to Trihydro will be required. We understand the Project is scheduled to reach Substantial Completion by March 31, 2024 and Final Completion by April 30, 2024.

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

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

Trihydro would welcome a meeting with the District to discuss the proposed scope of work and fee estimate and revise as needed to meet the Project objectives.



Mr. Eric Reckentine
April 4, 2023
Page 2

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

Authorized By: _____

Authorized Date: _____

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

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read 'C. Jade Gernant'.

C. Jade Gernant, P.E.
Project Manager

A handwritten signature in blue ink, appearing to read 'Michelle L.D. Sell'.

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

999-75Q-004

Attachments

EXHIBIT A
PROPOSED SCOPE OF WORK

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

Trihydro Corporation (Trihydro) is pleased to submit our proposal for providing professional engineering services to the North Weld County Water District (District) for the remainder of the Eaton Pipeline Project - Phase 2 water line project. This proposal represents our understanding of the Scope of Work and is subject to change following further discussion. We would welcome a meeting with the District to discuss the proposed scope of work in more detail and revise as needed to meet expectations.

Trihydro understands the Eaton Pipeline Project - Phase 2 (Project) includes the installation of approximately 2.1 miles of 30-inch diameter polyvinyl chloride (PVC) water line along Weld County Road (WCR) 72 between WCR 29 and WCR 33. The 2022/2023 construction phase is complete, and the 2023/2024 construction phase work is scheduled to resume in November 2023. Approximately 3,800 linear feet (LF) of water line has been installed, to date, with approximately 7,400 LF remaining. Trihydro is currently under contract with the District to provide Project construction observation services. Recently, the District requested Trihydro prepare a scope of work and fee estimate to provide construction administration services, which are currently being performed by the Project design consultant, for the remainder of construction and through project closeout. The proposed scope of work presented below, and the attached fee estimate are based on the Project reaching Substantial Completion by March 31, 2024 and Final Completion by April 30, 2024.

TASK 1: PROJECT MANAGEMENT, TRANSITION, & COORDINATION

A. Task Goals

1. Transition construction administration services from Project design consultant to Trihydro.
2. Achieve the budget and schedule constraints.
 - a. Begin construction administration activities upon receipt of notice to proceed.
 - b. Coordinate with District to identify project information needed to take over construction administration tasks.
 - c. Complete construction by April 2024.
3. Manage scope variations to meet the budget and schedule constraints.
4. Communicate early and openly about issues impacting the budget, schedule, and scope.
5. Review monthly progress reports and invoices, ask questions, and process invoices.
6. District to furnish required information and provide review comments and approvals in a timely manner, generally within two (2) weeks.

B. Trihydro Scope

1. Project Management
 - a. Conduct one (1) construction administration transition meeting to identify key project priorities, lines of communication, and coordinate the transition to Trihydro assuming construction administration tasks.
 - b. Project Setup/Transition to include Project document/design review including Project plans, specifications, existing easement agreements and permits, correspondence and documentation to date required to assume the construction administration role.
 - c. Manage team member daily tasks and assignments.
 - d. Prepare client updates.
 - e. Monitor and track project schedule and budget.

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

- f. Perform administrative duties.
- g. Submit monthly progress reports and invoices to District project manager (PM). Monthly progress reports will include:
 - i. Invoice from the prior month including labor costs in terms of hours charged by individual and hourly rates. Include itemized expenses. Include a cost breakdown for each project task.
 - ii. Cumulative percent complete by task with a brief narrative of significant scope items completed within each task.
 - iii. Schedule update.
 - iv. Identify and recommend resolution of budget, schedule, or scope issues.
 - v. Brief narrative of significant scope items to be completed in the next month.
 - vi. Provide quality reviews on deliverables prior to submission to District PM.

C. Trihydro Deliverables

- 1. Meeting agendas and meeting minutes.
- 2. Monthly invoices and progress reports.
- 3. Electronic resource for sharing documents.

D. Assumptions

- 1. Construction administration transition meeting will be in-person at District's office. Meeting will be two (2) hours in duration, attended by four (4) Trihydro personnel. Meeting agenda and minutes will be prepared.
- 2. No subconsultants will be required to perform the construction administration.
- 3. Project deliverables will be provided electronically in Portable Document Format (PDF).

TASK 2: CONSTRUCTION ADMINISTRATION

A. Task Goals

- 1. Complete construction to meet water system improvement requirements.
- 2. Improve the level of service for District customers.
- 3. Improve District's ability to manage and control the water delivery.

B. Trihydro Scope

Trihydro will provide construction administration and coordinate activities during construction for the remainder of the Project. The 2023/2024 construction phase is scheduled to take place between November 2023 and April 2024.

- 1. Attend the following meetings:
 - a. Attend and conduct a 2023/2024 phase preconstruction meeting with the Contractor and District construction personnel to review construction project organization, roles and responsibilities associated with construction administration, construction-related correspondence, observations and inspections, contract change orders, monthly progress estimates and payments, material testing, schedule of values, schedule, disinfection and pressure testing, start up, project closeout, and record documents.

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

commissioning records, and post construction close-out paperwork (punch lists, lien waivers, and final acceptance).

- iv. Conduct a final punch list walk through and final inspection of the completed items.
 - v. PM will be the primary point of contact for official communication with the District.
 - c. Final Inspection: Trihydro's PM will participate in the final inspection with the District and Contractor to review the work and document items for correction to be noted on the punch list.
 - d. 2-Year Warranty Inspection: Trihydro's PM will participate in one (1) 2-year warranty inspection with the District and Contractor and provide a written report with a list of items to be repaired. District staff will confirm when Contractor has completed all repairs.
8. Prepare Record Documents: At the completion of construction work, Trihydro will review and comment on record drawing information supplied by the Contractor and will incorporate information on the drawings. Project construction documents will require the Contractor to provide a consolidated set of as-builts including changes and clarifications issued during construction. Trihydro is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings. Trihydro will prepare electronic record and one set of 11- x 17-inch hard copy drawings (PDF and AutoCAD format plus hard copy) for District.
9. Trihydro will provide closeout documentation including issuing project completion notification to CDPHE.

C. District Scope

1. Issue change orders.
2. Provide all pertinent information concerning existing easement agreements and assist Trihydro with landowner coordination throughout construction.
3. Provide the most recent version of the Project plans and pertinent design files in electronic format for use during construction, project closeout, and preparation of Record Drawings.
4. Attend meetings.
5. Review and approve progress payments.

D. Trihydro Deliverables

1. Project meeting agendas and minutes.
2. Communications with Contractor, landowners and District.
3. Field Observation Reports.
4. Final Record Drawings in PDF format and 11- x 17-inch hardcopy.
5. Project close out documentation.
6. Warranty Inspection Report.

E. Assumptions


1. District will give prompt notice to Trihydro whenever District observes or becomes aware of any development that affects the scope or timing of Trihydro's services, or of any defect in the work of Trihydro or the Contractor.
2. District will examine information submitted by Trihydro and render in writing or otherwise provide decisions in a timely manner.

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

3. District and or Contractor has acquired all permanent easements, temporary construction easements, and all permits required for the completion of the work for the Project duration.
4. District will provide Trihydro with all documents (electronic or hardcopy), previously prepared by the design consultant, required to perform the construction administration tasks outlined in this scope of work. The Prepare Record Documents Task assumes the most current construction plan set drawings and details will be provided in electronic format with permission from the previous engineer to edit said plans for the purpose of construction documentation and preparation of Record Drawings.
5. Trihydro's review of shop drawing submittals: Such review will not relieve the Contractor from its responsibility for performance in accordance with the construction documents, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
6. The PM will keep a copy of Contractor deliverables for District records. Contractor deliverables include shop drawings, samples, certificates, construction photos, record documents, releases from liens, claims, and agreements, contractor design data, manufacturer's instructions, operation and maintenance data, schedules, special guarantees, permits, test and inspection reports, testing and startup data, and training data.
7. Preparation of an Operation and Maintenance manual is not included in this scope of work.

EXHIBIT B
FEE ESTIMATE

EXHIBIT B. FEE ESTIMATE
EATON PIPELINE PROJECT - PHASE 2 CONSTRUCTION ADMINISTRATION SERVICES
NORTH WELD COUNTY WATER DISTRICT, COLORADO

		Trihydro Corporation						Expenses			Task Total
		Professional Level 9	Professional Level 7	Professional Level 3	Technical Level 5	Administrative 3	Labor Subtotal	Direct Reimbursables	Expenses Subtotal		
TASK	DESCRIPTION	MS \$173	JG \$142	RB \$96	CADD \$101	Clerical \$74		Cost	Rental Vehicle \$120 / day		
Task 1	Project Management, Transition, & Coordination										
1a	Construction Administration Transition Meeting	6	18	6			\$4,170		\$240	\$240	\$4,410
1b	Project Setup/Transition	8	40	8			\$7,832			\$0	\$7,832
1c	Project Management and Administration (49 weeks)	60	207			12	\$40,662			\$0	\$40,662
1d	Monthly Progress Reports and Invoicing (12 months)	6	36			12	\$7,038			\$0	\$7,038
	Task 1 Subtotal (hours)	80	301	14	0	24	419	Cost	\$240	\$240	--
	Task 1 Subtotal (\$)	\$13,840	\$42,742	\$1,344	\$0	\$1,776	\$59,702	Subtotal	\$240	\$240	\$59,942
Task 2	Construction Administration										
2.01	Meetings										
a	Attend 2023/2024 Phase Preconstruction Meeting (1)	6	8	8		1	\$3,016		\$120	\$120	\$3,136
b	Attend Weekly Construction Progress Meetings (19)	10	96	36		8	\$19,410		\$600	\$600	\$20,010
2.02	Contractor Pay Request Review (6)	3	24	12		3	\$5,301			\$0	\$5,301
2.03	Review Shop Drawing Submittals (5)	3	10	10			\$2,899			\$0	\$2,899
2.04	Review RFIs (15)	6	40	15			\$8,158			\$0	\$8,158
2.05	Review Change Order Requests (3)	3	18	10			\$4,035			\$0	\$4,035
2.06	Landowner/Stakeholder Coordination (25 weeks)	12	145	24		6	\$25,414		\$600	\$600	\$26,014
2.07	Construction Observation/Administration										
a	Site Visits (10)	12	80	20			\$15,356		\$1,200	\$1,200	\$16,556
b	Construction Administration (19 weeks + 3 Site Visits for Substantial Compl., Final Compl. & 2 Yr. Warranty Inspection)	8	81	10			\$13,846		\$360	\$360	\$14,206
2.08	Prepare Record Documents	4	40	20	80	8	\$16,964			\$0	\$16,964
2.09	Project Closeout Documentation	2	16	8	20	2	\$5,554			\$0	\$5,554
	Task 2 Subtotal (hours)	69	558	173	100	28	928	Cost	\$2,880	\$2,880	--
	Task 2 Subtotal (\$)	\$11,937	\$79,236	\$16,608	\$10,100	\$2,072	\$119,953	Subtotal	\$2,880	\$2,880	\$122,833
	Total (hours)	149	859	187	100	52	1347	Cost	\$3,120	\$3,120	--
	Total (\$)	\$25,777	\$121,978	\$17,952	\$10,100	\$3,848	\$179,655	Total	\$3,120	\$3,120	\$182,775

North Weld County Water District FAIR MARKET VALUE WAIVER VALUATION	Owner Name: Shaun Amelia and Wesley Jay Basiliere
	Location: 13813 County Road 74
	County: Weld

Brief description of subject and taking:
 North Weld County Water District (NWCWD) intends to replace a segment of an existing waterline that runs parallel to WCR 74 on the subject property. The project is necessary to minimize outages, and to improve delivery and quality of water service in your area. NWCWD plans to replace the existing segment of the existing waterline with new fused joint PVC pipe, largely using horizontal directional drilling (HDD) or boring methods. Permanent and Temporary construction easements are necessary for the relocation and work associated.

Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
Parcel	.516 AC	\$35,000/AC	50%	\$ 9,030.00
				\$
				\$
				\$
				\$
Total Land				\$ 9,030.00
Improvements Value Part Taken:		Contributory Value: Per Unit Basis or Lump Sum Basis		
Describe Below				
N/A				
+ Total Improvements				\$N/A

TCE	Purpose	Area SF or AC	\$/Unit	x % rate of return x duration	
TCE-1	String pipe and bore pit	.613 AC	\$35,000/AC	10% x 1 yrs	\$ 2,145.50
TCE-2	String pipe and bore pit	.009 AC	\$35,000/AC	10% x 1 yrs	\$ 31.50
					\$
Damages (Cost to Cure). Describe and quantify: N/A					
					\$ 0
+Total Temporary Easements and Damages (Cost to Cure)					+ \$2,177.00
= Total Compensation Estimate					= \$11,207.00

Has the owner or designated representative accompanied the Department's representative during inspection of the property?
 Yes Date _____
 No Describe efforts made: Land Agent is familiar with the area and has spoken with the landowner over the phone regarding the project needs and any concerns they have with the project.

Signed (Waiver Valuation Preparer): <i>Courtney Wallace</i>	Date: 2/7/2023
The dollar amount above is approved as Just Compensation by: <i>Eric Reckertine</i> General Manager	Date: 3/20/23
North Weld County Water District	

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land situate within that parcel of land described in Amended Subdivision Exemption No. 1030 recorded February 8, 2007 as Reception No. 3453984 of the Records of Weld County, situate within the Southeast Quarter (SE1/4) of Section Thirty-two (32) Township Seven North (T.7N.), Range 66 West (R.66W.), of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows:

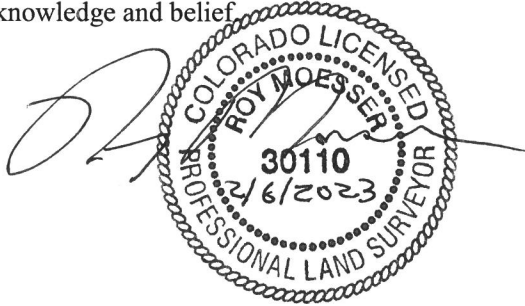
COMMENCING at the East Sixteenth Corner (E1/16) of said Section 32 and Section Five (5) Township Six North (T.6N.), Range 66 West (R.66W.), and considering the South line of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 32, as bearing North 88°49'14" East a distance of 1327.10 feet with all other bearings contained herein relative thereto;

THENCE North 01°56'09" East along the West line of said Amended Subdivision Exemption No. 1030, a distance of 45.10 feet to the **POINT OF BEGINNING**;
THENCE continuing North 01°56'09" East along said West line a distance of 30.04 feet;
THENCE North 88°49'14" East a distance of 672.42 feet to the East line of said Amended Subdivision Exemption No. 1030;
THENCE South 14°32'11" East along said East line a distance of 46.25 feet to the Northerly right-of-way line of County Road 74;
THENCE South 88°49'14" West along said right-of-way line a distance of 40.18 feet;
THENCE North 01°10'46" West a distance of 15.00 feet;
THENCE South 88°49'14" West a distance of 303.88 feet;
THENCE South 00°54'58" East a distance of 15.00 feet to said right-of-way line;
THENCE South 88°49'14" West along said right-of-way line a distance of 105.03 feet;
THENCE North 00°54'58" West a distance of 15.00 feet
THENCE South 88°49'14" West a distance of 235.65 feet to the East line of said Amended Subdivision Exemption No. 1030 and the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 22,455 sq. ft. or 0.516 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

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



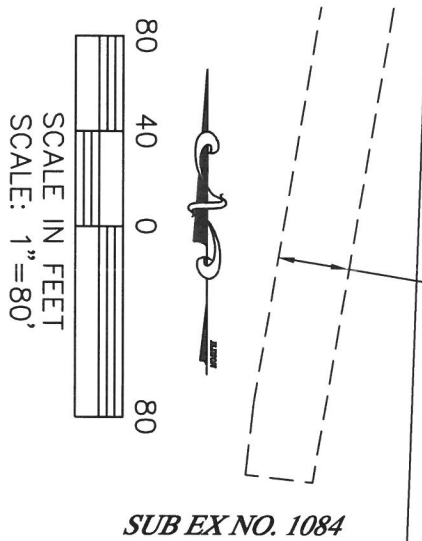
Roy Moesser - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #30110

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



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

PROJECT NO: 20210474
 DATE: 2/6/2023
 CLIENT: PROVIDENCE
 DWG: 20210474_PE_BASILIERE_R1
 DRAWN: SMF CHECKED: RM



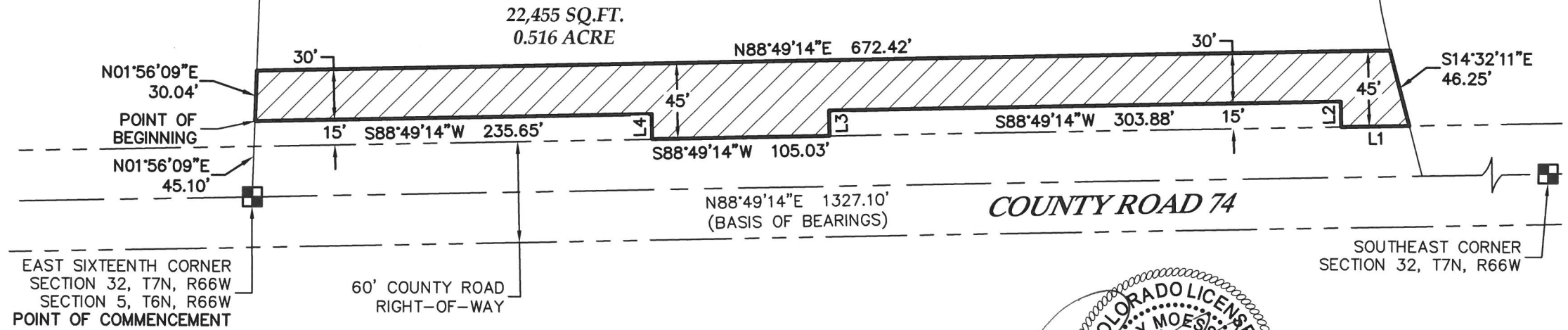
SUB EX NO. 1084

SHAUN A & WESLEY J BASILIERE
 REC. NO. 4807767

AMENDED
 SUBDIVISION EXEMPTION
 NO. 1030
 REC. NO. 3453984

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°49'14"W	40.18'
L2	N01°10'46"W	15.00'
L3	S00°54'58"E	15.00'
L4	N00°54'58"W	15.00'

LOT B
 REC X 18-0103



COUNTY ROAD 74



Roy Moesser – On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #30110

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.

PERMANENT EASEMENT

EXHIBIT A (2 of 2)

LOCATION
 S32/T7N/R66W

EXHIBIT A
PROPERTY DESCRIPTION

Two parcels of land situate within that parcel of land described in Amended Subdivision Exemption No. 1030 recorded February 8, 2007 as Reception No. 3453984 of the Records of Weld County, situate within the Southeast Quarter (SE1/4) of Section Thirty-two (32) Township Seven North (T.7N.), Range 66 West (R.66W.), of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows:

PARCEL #1 -TEMPORARY CONSTRUCTION EASEMENT

The North 40 feet of the South 115 feet of said Amended Subdivision Exemption No. 1030 recorded February 8, 2007 as Reception No. 3453984 of the Records of Weld County.

Said described parcel of land contains a total of 26,701 sq. ft. or 0.613 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

PARCEL #2- TEMPORARY CONSTRUCTION EASEMENT

COMMENCING at the Southeast Corner of said Section 32, and considering the South line of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 32, as bearing South 88°49'14" West a distance of 1327.10 feet with all other bearings contained herein relative thereto;

THENCE South 88°49'14" West along said South line a distance of 632.79 feet to the East line of said Amended Subdivision Exemption No. 1030;

THENCE North 14°32'11" West along said East line a distance of 30.83 feet to the Northerly right-of-way line of County Road 74;

THENCE South 88°49'14" West along said Northerly right-of-way line a distance of 40.18 feet to the **POINT OF BEGINNING**;

THENCE continuing South 88°49'14" West along said Northerly right-of-way line a distance of 25.00 feet;

THENCE North 01°10'46" West a distance of 15.00 feet;

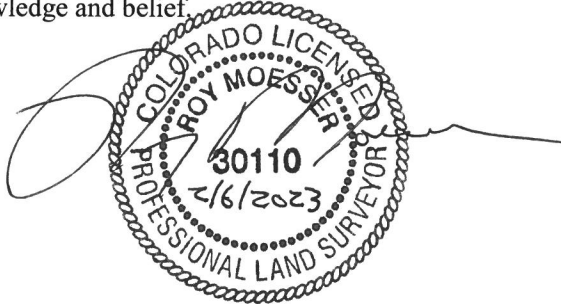
THENCE North 88°49'14" East a distance of 25.00 feet;

THENCE South 01°10'46" East a distance of 15.00 feet to said Northerly right-of-way line and the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 375 sq. ft. or 0.009 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

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



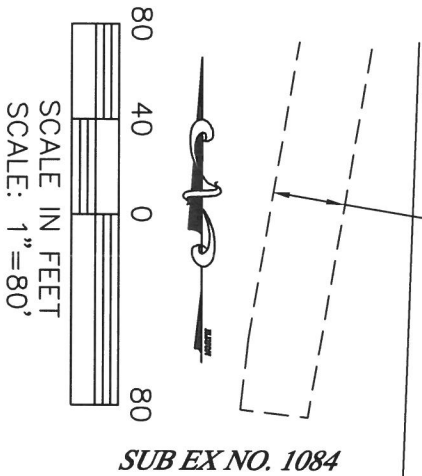
Roy Moesser - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #30110

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



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

PROJECT NO: 20210474
 DATE: 2/6/2023
 CLIENT: PROVIDENCE
 DWG: 20210474_TCE_BASILIERE_R1
 DRAWN: SMF CHECKED: RM

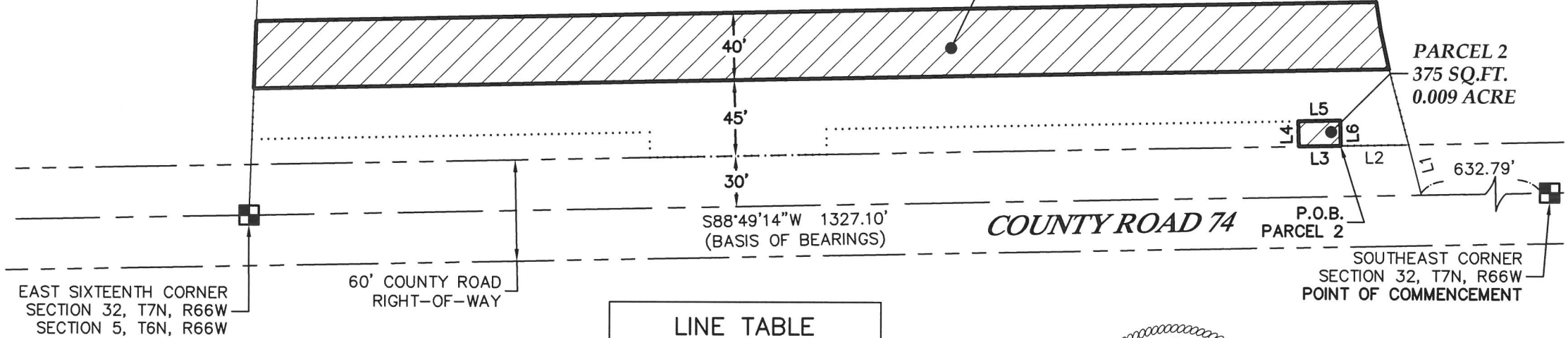


SHAUN A & WESLEY J BASILIERE
 REC. NO. 4807767
 AMENDED
 SUBDIVISION EXEMPTION NO. 1030
 REC. NO. 3453984

LOT B
 REC X 18-0103

PARCEL 1
 26,701 SQ.FT.
 0.613 ACRE

PARCEL 2
 375 SQ.FT.
 0.009 ACRE



LINE TABLE

LINE	BEARING	LENGTH
L1	N14°32'11"W	30.83'
L2	S88°49'14"W	40.18'
L3	S88°49'14"W	25.00'
L4	N01°10'46"W	15.00'
L5	N88°49'14"E	25.00'
L6	S01°10'46"E	15.00'

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.



Roy Moesser – On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #30110

ACCESS EASEMENT

THIS ACCESS EASEMENT, is made this ___ day of _____, 2023, by and between the City of Thornton, a Colorado home rule municipality, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229 (“Grantor”) and the North Weld County Water District a _____, whose address is 32825 Co Rd 39, Lucerne, CO 80646 (“Grantee”), Grantor and Grantee may be individually referred to as a “Party” and collectively referred to herein as “Parties.”

WITNESSETH

1. That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, and of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, contractors, subcontractors, employees and agents, an Access Easement (“Access Easement”) through, to, in, on, over, across and along property owned by Grantor as described and depicted in **Exhibit AE-1** attached hereto (the “Property”) and incorporated herein by this reference solely to allow Grantee ingress and egress by foot, vehicles or trucks (“Uses”) to access Grantee’s recharge pond on the adjacent property. The maximum width of the Access Easement is twenty feet (20’). No other uses of the Access Easement are permitted.

2. Grantor reserves the right to use the Access Easement for its own purposes, including access to the Property, except that Grantor shall not for itself or through other persons or entities, erect or construct any building or other structure, or drill or operate any well, or construct any obstruction which interferes with Grantee’s rights and privileges granted herein, on, over or in the Access Easement.

3. Grantee acknowledges that the Access Easement is being used as an access road under an existing Surface Use Agreement by an oil and gas operator to access an oil and gas operations area on Grantor’s property. Grantee further acknowledges that several existing pipeline easements are also within or near the Access Easement. Grantee shall coordinate use of the Access Easement with all existing Easement and Surface Use Agreement holders in or near the Access Easement.

4. Grantor reserves the right at its sole discretion to relocate all or any portion of the Access Easement to facilitate development, changes in farming operations, or any other reason deemed necessary by Grantor. Any relocation of the Access Easement shall continue to provide Grantee access across the Property to Grantee’s recharge pond. If such right is exercised, Grantee shall execute such documents as reasonably requested by Grantor to clear title to such portion of the relocated Access Easement. Concurrently with the documents necessary to clear title to Grantor’s property, Grantor shall dedicate a new easement substantially in the form of this Access Easement depicting the relocated access route.

5. Grantee shall have the obligation to maintain the surface of the Access Easement at its own cost to allow for the Uses set forth herein. Grantee agrees that it will not pave (including but not limited to gravel) the Access Easement. In the event that any maintenance activity will impede vehicular and/or pedestrian use of the Access Easement for more than twenty-four (24)

hours, Grantee shall provide thirty (30) days' written notice to the other party of any such action. In the case of an unforeseen repair, Grantee shall provide written notice as soon as possible prior to the work. Such notice shall include a summary of the specific action to be taken by such party and a reasonable timeline for how long access shall be impeded, which shall not be for longer than fourteen (14) days. Grantee acknowledges that the oil and gas operator will require continuous uninterrupted access to their facilities, and Grantee shall in no way take any action that will prevent this ongoing access.

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

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

To Grantor: City of Thornton
Attn: City Attorney's Office
9500 Civic Center Drive
Thornton, CO 80229
Email: attorney@thorntonco.gov

To Grantee: North Weld County Water District
Attn: _____
32825 Co Rd 39
Lucerne, Colorado 80646
Email: _____

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

8. In the event any of the terms of this Access Easement are violated by Grantee or by any person in privity with Grantee, such violation shall be immediately corrected and eliminated upon receipt of notice from Grantor, and if not corrected, Grantor shall have the right to correct and eliminate such violation, and Grantee, its successors and assigns, shall promptly pay the costs to correct said violation including, but not limited to, Grantor's reasonable attorneys' fees. If such violation is not corrected, Grantor shall also have the right to file appropriate proceedings to enjoin

any violation and request specific performance of the conditions described herein. Grantor reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise associated with or which is caused by the exercise of the rights granted herein.

9. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents or employees.

10. Grantee takes this Access Easement subject to any and all easements, surface use agreements, liens and other encumbrances of record.

11. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assignees.

12. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as Grantor, and the covenants and promises herein above made as Grantee.

13. The Parties agree that this Access Easement shall be recorded by Grantee, at Grantee's sole cost and expense, in the office of the County Clerk and Recorder's Office of Weld County, Colorado.

14. Amendment. This Agreement may be amended only by a written instrument duly executed, delivered by Grantee (or its successors or assigns, as appropriate) and Grantor, and recorded in the Office of the Clerk and Recorder for Weld County, Colorado.

IN WITNESS WHEREOF, the Parties hereto have executed this Access Easement effective as of the date first written above.

(signature pages to follow)

Exhibit AE-1

(legal description with map exhibit to be provided by North Weld County Water District)



**NOTICE OF INTENT TO ACQUIRE AND OFFER TO PURCHASE EASEMENTS
FOR PROPOSED NEWT III WATER PIPELINE PROJECT**

USPS PRIORITYMAIL W/TRACKING

March 17, 2023

Western Heritage Property Development, INC.
Attn: Larry Dozier
13540 Meadowgrass Dr.
Colorado Springs, CO 80921

RE: Parcel 87030-00-014 – Easement Acquisition
East Larimer County Water District and North Weld County Water District – NEWT III Water Pipeline

Fee Owner: Western Heritage Property Development, INC., A Colorado Corporation

Interests to be Acquired: Permanent Exclusive Water Pipeline Easement of varied width

Easement Description: A portion of a property located in Larimer County, Colorado, Parcel No. 87030-00-014, generally situated in Section 3, T 7 N, R 68W, with the easement described and depicted in the Permanent Exclusive Water Pipeline Easement (see enclosures)

Dear Property Owner,

As we previously discussed, East Larimer County Water District and North Weld County Water District (Districts) are planning the construction of a water pipeline project (the “Project”) crossing the property described above.

This letter is being sent to provide notice of the Districts intent to acquire the Easement (described below) across the property referenced above (the “subject property”) and to convey an offer to purchase the Easement for the Project. The Districts have contracted with Western States Land Services, LLC (“Western States”) to provide services relating to the negotiation and acquisition of real property interests for the Project.

Attached are specific documents for review and approval in connection with this offer:

1. Summary of Compensation Offer – Describes the method used to determine the compensation offer
2. Permanent Exclusive Water Pipeline Easement – Easement document including legal description and descriptive map

It is the Districts policy and obligations to pay the fair market value for the Easement being acquired together with any compensable damages to the remaining property. The Districts have engaged a local appraiser to provide an estimated market valuation of the easement area. Based on the determination by the appraiser and as per the enclosed Summary of Compensation Offer, the Districts offer to pay:

- 1) \$500.00 for the Permanent Exclusive Water Pipeline Easement

This equates to a total one-time payment of **\$500.00** for the Permanent Exclusive Water Pipeline Easement (“Easement”), as enclosed. Please be advised that this amount is based upon the estimated market valuation of the Easement. Under C.R.S. §38-1-121 a condemning authority is required to advise that the condemning authority will pay the reasonable costs of an appraisal if the property has an estimated value of \$5,000.00 or more. Because the value of the property on which the Districts seek to acquire an interest is substantially less than \$5,000.00, the Districts are not obligated to pay the reasonable cost of an appraisal as provided in that section. Although the estimated value of the easements is less than \$5,000.00 the Districts are offering to pay the above stated amount of \$500, which is above the appraiser’s estimated market value as noted in the attached Summary of Compensation Offer, as an administrative allowance provided that the offer is accepted within 30 days of the date of this letter.

Upon completion of your review and in order to finalize this acquisition, please arrange to have a legal representative for the property:


- 1) Sign and return this letter.
- 2) Complete, sign and return the enclosed W-9
- 3) Sign, have notarized and return the Original of the Permanent Exclusive Water Pipeline Easement

Upon receipt of the above, the compensation amount can be processed and the Easements will be recorded. A copy of the recorded documents will be provided when available and payment in the form of a check will be hand delivered or sent via Fed-Ex to the property representative.

To assist in the review and acceptance, I would be pleased to meet with you to explain the Project, documents and/or to address any questions you might have. Please contact me at (970) 667-7602 or kallison@ws-ls.net at your earliest convenience.

NEWT III Water Pipeline Project
Western Heritage
Notice of Intent to Acquire and Offer to Purchase Easements
March 17, 2023

Thank you for your cooperation and quick response.
Sincerely,



Kerri Allison
Contract Agent for East Larimer County Water District and North Weld County Water District
WESTERN STATES LAND SERVICES, LLC
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602
kallison@ws-ls.net

Enclosures: 1) Summary of Compensation Offer
2) Permanent Exclusive Water Pipeline Easement
3) W-9 Taxpayer Identification Form

PROPERTY OWNER ACCEPTANCE OF OFFER:

Western Heritage Property Development, INC., A Colorado Corporation

Signature:  _____

Date: 3/22/2023

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this 22 day of March, 2023, by and between WESTERN HERITAGE PROPERTY DEVELOPMENT, INC., A COLORADO CORPORATION, whose address is 13540 Meadowgrass Drive Ste 100, Colorado Springs, CO 80921 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “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 Exclusive 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. The Permanent Easement shall be exclusive to Grantor except that the use will be non-exclusive to the use of the Larimer and Weld Irrigation Company (“LWIC”) of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC. The Easement granted is 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 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 Easement;
11. Impound water or other substance in, on or over the 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 on or under the Easement;
16. Install, alter or replace any fence on the Easement, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
18. 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 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 subsurface or surface easements within the Easement Area to other utility and cable service crossings at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility/cable service 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.

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:

Western Heritage Property Development, INC., A Colorado Corporation

By: Larry Dozier VP

Title: Trustee

ATTEST:

By: [Signature]

Title: TRUSTEE

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

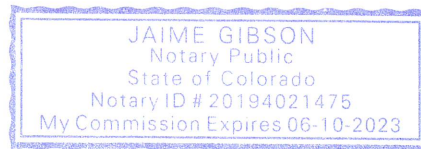
The foregoing instrument was acknowledged before me this 22 day of March, 2023, by Larry Dozier as trustee of Western Heritage Property Development, INC., A Colorado Corporation.

My Commission Expires:

06/10/2023

[Signature]
Notary Public

Witness my hand and official seal.



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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT BY LARIMER AND WELD IRRIGATION COMPANY

The undersigned, being the claimant of a prescriptive easement owner of a Deed of Trust encumbering a portion of the above-described property, hereby consents to the granting of the easements as described in the foregoing Permanent Exclusive Water Pipeline Easement.

Dated this _____ day of _____, 2023

LARIMER AND WELD IRRIGATION
COMPANY
106 ELM AVENUE
EATON, COLORADO 80615

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of LARIMER AND WELD IRRIGATION COMPANY.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A parcel of land, being part of that parcel of land described in that Special Warranty Deed recorded April 26, 2000 as Reception No. 2000027092 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the intersection with a Southwesterly line of those parcels of land described in that Trustee's Deed recorded December 17, 1998 as Reception No. 98110884 of the records of the Larimer County Clerk and Recorder;

THENCE South 15°32'19" East along said Southwesterly line of those parcels of land described in said Trustee's Deed and along a Northeasterly line of that parcel of land described in said Special Warranty Deed and along a Northeasterly line of Lot 2A, Amended Plat of Lot 2, K-2 Industrial Park, P.U.D., recorded February 14, 1989 as Reception No. 89006747 of the records of the Larimer County Clerk and Recorder, a distance of 318.00 feet;

THENCE South 63°37'19" East along a different Southwesterly line of those parcels of land described in said Trustee's Deed, also being along a different Northeasterly line of that parcel of land described in said Special Warranty Deed, also being along a different Northeasterly line of said Lot 2A, a distance of 340.00 feet to the Northeast corner of said Lot 2A, said point being the **POINT OF BEGINNING**;

THENCE continuing South 63°37'19" East along said different Southwesterly line of those parcels of land described in said Trustee's Deed, also being along said different Northeasterly line of that parcel of land described in said Special Warranty Deed, a distance of 350.21 feet;

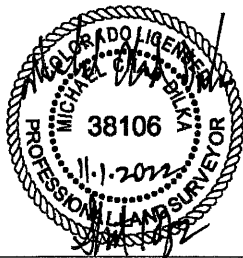
THENCE North 67°34'00" West a distance of 339.60 feet to the East line of said Lot 2A;

THENCE North 00°19'48" East along the East line of said Lot 2A, a distance of 26.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 4,091 sq. ft. or 0.094 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

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



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

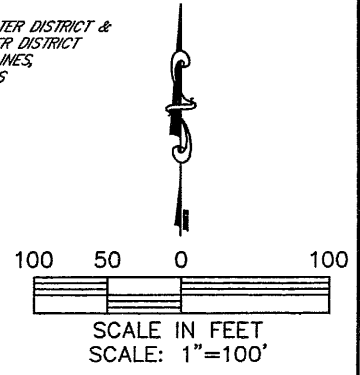
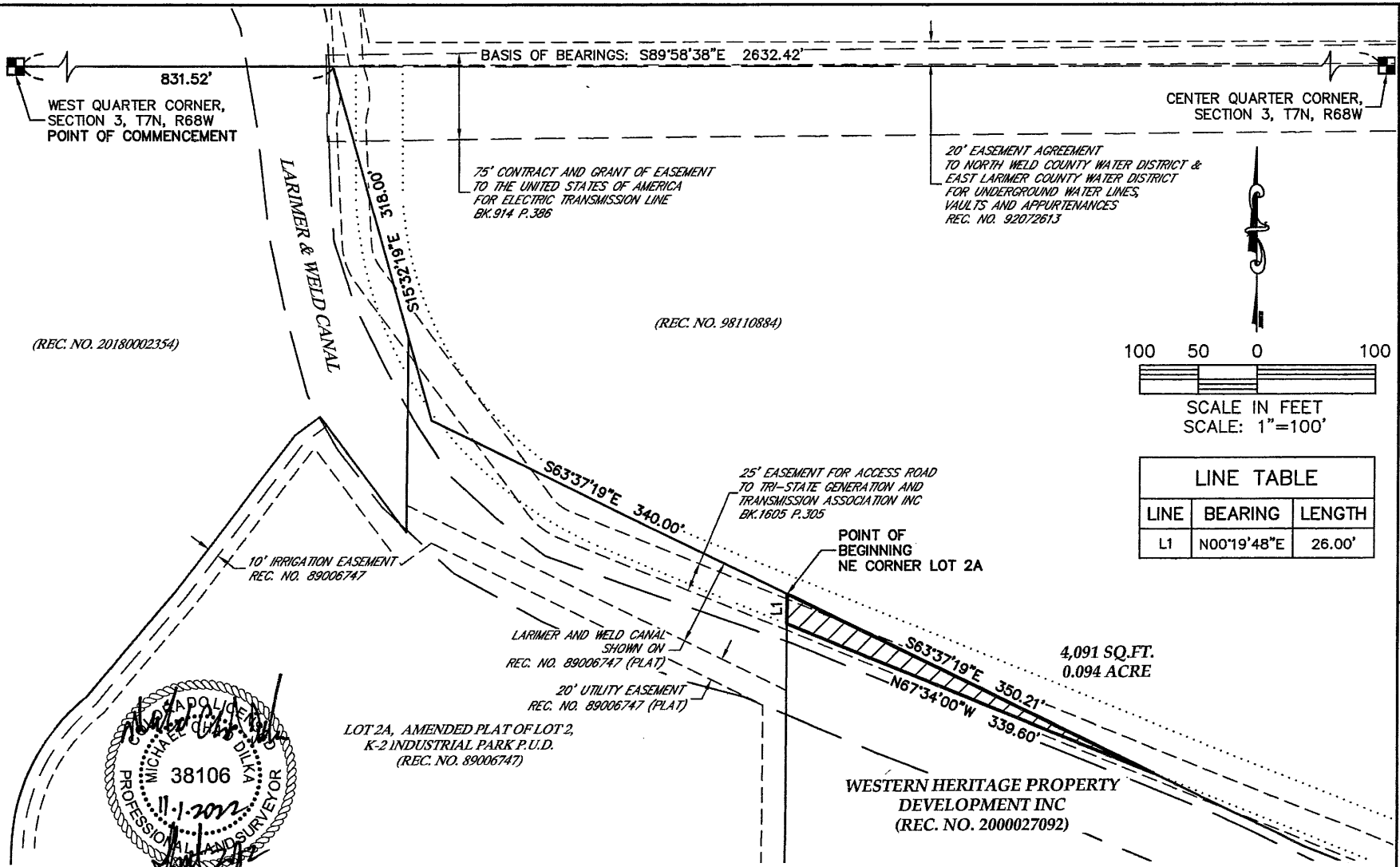
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

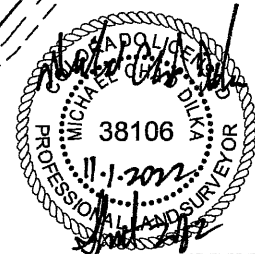


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
 DATE: 11/1/2022
 CLIENT: NWCWD
 DWG: ESMT - WESTERN HERITAGE - PE
 DRAWN: SMF CHECKED: MCD



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°19'48"E	26.00'



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

NOTE: This exhibit drawing is not intended to be a monumentalized 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.

PROPERTY DEPICTION

EXHIBIT A (2 of 2)

SW 1/4 SEC. 3, T7N, R68W

**INDEPENDENT CONTRACTOR AGREEMENT
(TANK INSPECTION AND REPAIR SERVICES)**

TANCO ENGINEERING, INC.

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 10TH day of MARCH, 2023 2023, by and between North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and Tanco Engineering, Incorporated, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

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

15. INDEMNIFICATION.

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

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

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

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

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

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

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

addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

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

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

Contractor: Tanco Engineering, Incorporated
1400 Taurus Court
Loveland, CO 80537
Attention: Josh Flock
Phone: (970) 776-4228
Email: jflock@tancoeng.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

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

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

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

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

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

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

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

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

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

[Signature pages follow].

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

DISTRICT:

North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado

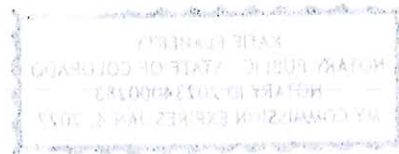
Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District



District's Signature Page to Independent Contractor Agreement for Tank Inspection and Repair Services with Tanco Engineering, Incorporated, dated [_____] , 2023

CONTRACTOR:

Tanco Engineering, Incorporated, a Colorado corporation

Josh D. Flock

JOSH D. FLOCK

Printed Name

VICE PRESIDENT

Title

STATE OF COLORADO)

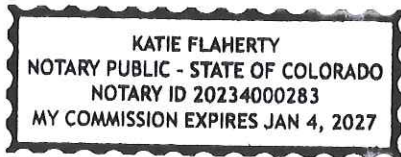
COUNTY OF Larimer)

)
) ss.
)

The foregoing instrument was acknowledged before me this 10 day of March 2023, by Josh Flock, as the Vice President of Tanco Engineering, Incorporated.

Witness my hand and official seal.

My commission expires: 1/4/27



Katie Flaherty

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Tank Inspection and Repair Services with North Weld County Water District, dated [MARCH 10], 2023



EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

1. SCOPE OF WORK #1 (Tank 1A)

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

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

2. ESTIMATED COST & SCHEDULE

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

3. SCOPE OF WORK #2 (Tank 7)

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

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

TANCO

ENGINEERING

- i. Install (1) new 7/16" x 12" x 24" insert plate.
 - m. Cut out existing shell Insert G.
 - i. Install (1) new 7/16" x 24" x 24" insert plate.
 - n. Cut out existing Shell Insert H.
 - i. Install (1) new 7/16" x 24" x 24" insert plate.
 - o. Weld repair and/ or patch areas of top angle to roof weld marked by inspections.
 - p. Puddle weld areas of pitting on the center column.
 - q. Patch all areas of the cone roof plate showing daylight.
2. Perform the below Action Code C Items.
 - a. Replace the column base plate.
 - b. Cut out Shell Coupling E.
 - i. Install (1) new 7/16" x 12" x 12" insert plate.
 - c. Install a lower-half repad on 20" Shell Nozzle F.
 - d. Cut out Shell Nozzle K.
 - i. Install (1) new 7/16" x 18" x 18" insert plate.
 - e. Demo the existing level/ float gauge that is no longer being used.
3. Subcontract the below coating operations.
 - a. Internal Roof, Rafters, Shell and Floor:
 - i. Abrasive blast to SSPC-10.
 - ii. Vacuum all spent abrasives and dispose of.
 - iii. Apply (1) stripe coat of Carboline Low-Temp Tank Shield Epoxy to all welds.
 - iv. Apply (1) full finish coat of Carboline Low-Temp Tank Shield Epoxy at 15-18 mils DFT.
 - v. Holiday test.
 - vi. Disinfect the inside of the tank after coating operations are completed.
 - vii. *Since the internal coating will be coming in contact with potable water, ensure and provide documentation that the coatings are compliant with the applicable requirements of NSF/ANSI/CAN600 according to the requirements of NSF/ANSI/CAN61.*
 - b. External Roof, Shell, and Stairs:
 - i. Sweep blast all areas to SSPC-7.
 - ii. Spot blast all corroded areas to SSPC-6.
 - iii. Apply (1) prime coat of Carboline Low-Temp Epoxy Primer.
 - iv. Apply (1) full intermediate coat of Carboline Low-Temp Epoxy at 4-6 mils DFT.
 - v. Apply (1) full finish coat of Carboline Polyurethane Enamel at 2-3 mils DFT.
 - vi. Stencil Tank Numbers.
 - vii. *Since the tank needs to be returned to service prior to ideal weather conditions, all external coatings will take place with the tank in service, while taking into account environmental factors, tank sweating, high heat, and vent covering.*
4. Install (1) new inlet/ outlet pipe assembly per the provided drawings.



4. **ESTIMATED COST & SCHEDULE**

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

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



1. **TANCO'S CLARIFYING NOTES, ASSUMPTIONS AND EXCLUSIONS**

Schedule

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

Clarifications

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

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

Coating Specific

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



2022

“TIME and MATERIAL” RATE SHEET

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

EXHIBIT A
COMPENSATION SCHEDULE



2023

“TIME and MATERIAL” RATE SHEET

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

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TANCO ENGINEERING, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1400 TAURUS COURT	Requester's name and address (optional)
6 City, state, and ZIP code LOVELAND, CO 80537	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
8	4		0	7	9	6	3	3	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1/4/2023
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

DESCRIPTIONS (Continued from Page 1)

by written contract. The General Liability and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder, its directors, officers, employees, and agents as referenced above. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

TANCO ENGINEERING, INCORPORATED

is a

Corporation

formed or registered on 07/11/1979 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871377533 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/22/2022 that have been posted, and by documents delivered to this office electronically through 12/23/2022 @ 12:42:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/23/2022 @ 12:42:00 in accordance with applicable law. This certificate is assigned Confirmation Number 14557217 .



Jena Griswold

Secretary of State of the State of Colorado

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

CONFLICT WAIVER AGREEMENT

By and among (a "Party" or the "Parties"):

1. Western States Land Services ("WSLS"), Land Agent
2. North Weld County Water District, Acquiring Party
3. City of Thornton, Property Owner

The land owned by Thornton (the "Property") subject to the acquisition:

The City of Thornton, a Colorado home rule municipality, (Thornton) and Western States Land Services (WSLS) have a long-standing relationship whereby WSLS provides land services to Thornton including easement acquisitions.

From time-to-time WSLS contracts for work with other entities to acquire real property interests (easements) for that other acquiring party (Acquiring Party) on Thornton-owned lands.

The Acquiring Party desires to retain WSLS to pursue a property interest in Thornton-owned lands (Property). All three Parties to the purchase acknowledge that WSLS will carry out the duties normally performed by a land agent to facilitate the purchase of the Property and represent the transaction without being an advocate for either Party. Nor will Western States disclose to the Property Owner, or Acquiring Party, any information known by WSLS which could adversely affect the other party or influence the transaction. The Property Owner and the Acquiring Party recognize WSLS as a transaction agent and will not object to WSLS being retained by the Acquiring Party in the purchase and sale of the subject Property.

At the request of either the Acquiring Party or the Property Owner, WSLS will terminate representation of Acquiring Party for only the subject Property owned by Property Owner. The Acquiring Party and the Property Owner may continue negotiations without WSLS.

Dated this _____ day of _____, 2023.

Property Owner:

City of Thornton
a Colorado home rule municipality

By: _____

ATTEST:

 Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

 Kara Godbehere, Senior Assistant City Attorney – Water

Acquiring Party:

North Weld County Water District

By: _____

Land Agent:

Western States Land Services

By: Keri Allison



North Weld County Water District
 32825 CR 39 • Lucerne, CO 80646
 P.O. Box 56 • BUS: 970-356-3020 • FAX: 970-395-0997
 www.nwcwd.org • email: water@nwcwd.org

WATER TAP RELOCATION REQUEST FORM

Contact Information	
Owner Name: <u>Troy Hauer</u>	Agent Name: _____
Owner Address: <u>38515 WCR 41</u>	Agent Address: _____
<u>Eston, Colo. 80615</u>	_____
Owner Phone: <u>970-302-0401</u>	Agent Phone: _____
Owner Email: <u>hauercustombuilders@gmail.com</u>	Agent Email: _____

Existing Tap Account Number: <u>A 807</u>	Proposed Tap Location
Address: <u>42918 WCR 35 Pierce</u>	Address: <u>TBD</u>
Parcel Number: <u>055336000045 colo.</u>	Parcel Number: <u>055134200048</u>
Weld County: https://www.co.weld.co.us/maps/propertyportal/	<u>1/4 mile south of WCR 88 ON 43</u>
Larimer County: https://maps1.larimer.org/gvh/?Viewer=LIL&run=Theme&the me=Land%20Information	

What is Your Intended Use for the Relocated Tap?

Existing Residence	•	Please Explain in Detail the Intended Use for the Relocated Tap: <u>Use For A single Family dwelling.</u>
<input checked="" type="checkbox"/> Proposed Residence	•	
Existing Commercial/Industrial Building	•	
Proposed Commercial/Industrial Building	•	
Other: _____	•	

Troy Hauer
 Printed Name of Person Requesting Tap Relocation - If Agent, Note Client Name & Agent Name Separately

Troy Hauer 02-28-23
 Signature Date

For Internal Use

Internal Review

Tap Would Remain in Same Pressure Zone?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Tap Relocation Cause Any Anticipated Hydraulic Issues?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is a Line Extension Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, see exhibit on next page.
Is Tap Relocation Recommended for Board Consideration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Reviewed By: Jared Rauch Date: 4/3/2023

Board of Director's Approval

Printed Name _____

Signature _____ Date _____



Connection to existing
3" Watermain

4" Line Extension
(design & construction by Applicant,
review & inspection by NWCWD)

Connection to existing
2" Watermain

Premise #807, currently located 4 miles to
the west, to be relocated to Line Extension
(approximate location)

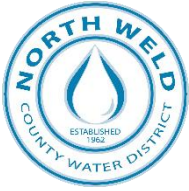
County Road 88

Lone Tree Blvd

43

43

43



North Weld County Water District

32825 CR 39 • Lucerne, CO 80646

P.O. Box 56 • BUS: 970-356-3020 • FAX: 970-395-0997

www.nwcwd.org • email: water@nwcwd.org

WATER TAP RELOCATION REQUEST FORM

Contact Information

Owner Name: _____ Agent Name: _____
 Owner Address: _____ Agent Address: _____

 Owner Phone: _____ Agent Phone: _____
 Owner Email: _____ Agent Email: _____

Existing Tap Account Number:

Address: _____
 Parcel Number: _____

Proposed Tap Location

Address: _____
 Parcel Number: _____

Weld County: <https://www.co.weld.co.us/maps/propertyportal/>

Larimer County: <https://maps1.larimer.org/gvh/?Viewer=LIL&run=Theme&the me=Land%20Information>

What is Your Intended Use for the Relocated Tap?

Existing Residence _____ Please Explain in Detail the Intended Use for the Relocated Tap:
 Proposed Residence _____
 Existing Commercial/Industrial Building _____
 Proposed Commercial/Industrial Building _____
 Other: _____

Printed Name of Person Requesting Tap Relocation - If Agent, Note Client Name & Agent Name Separately

Signature

Date

For Internal Use

Internal Review

Tap Would Remain in Same Pressure Zone? ✓ Yes No
 Will Tap Relocation Cause Any Anticipated Hydraulic Issues? Yes ✓ No
 Is a Line Extension Required? ✓ Yes No If yes, see exhibit on next page.
 Is Tap Relocation Recommended for Board Consideration? ✓ Yes No

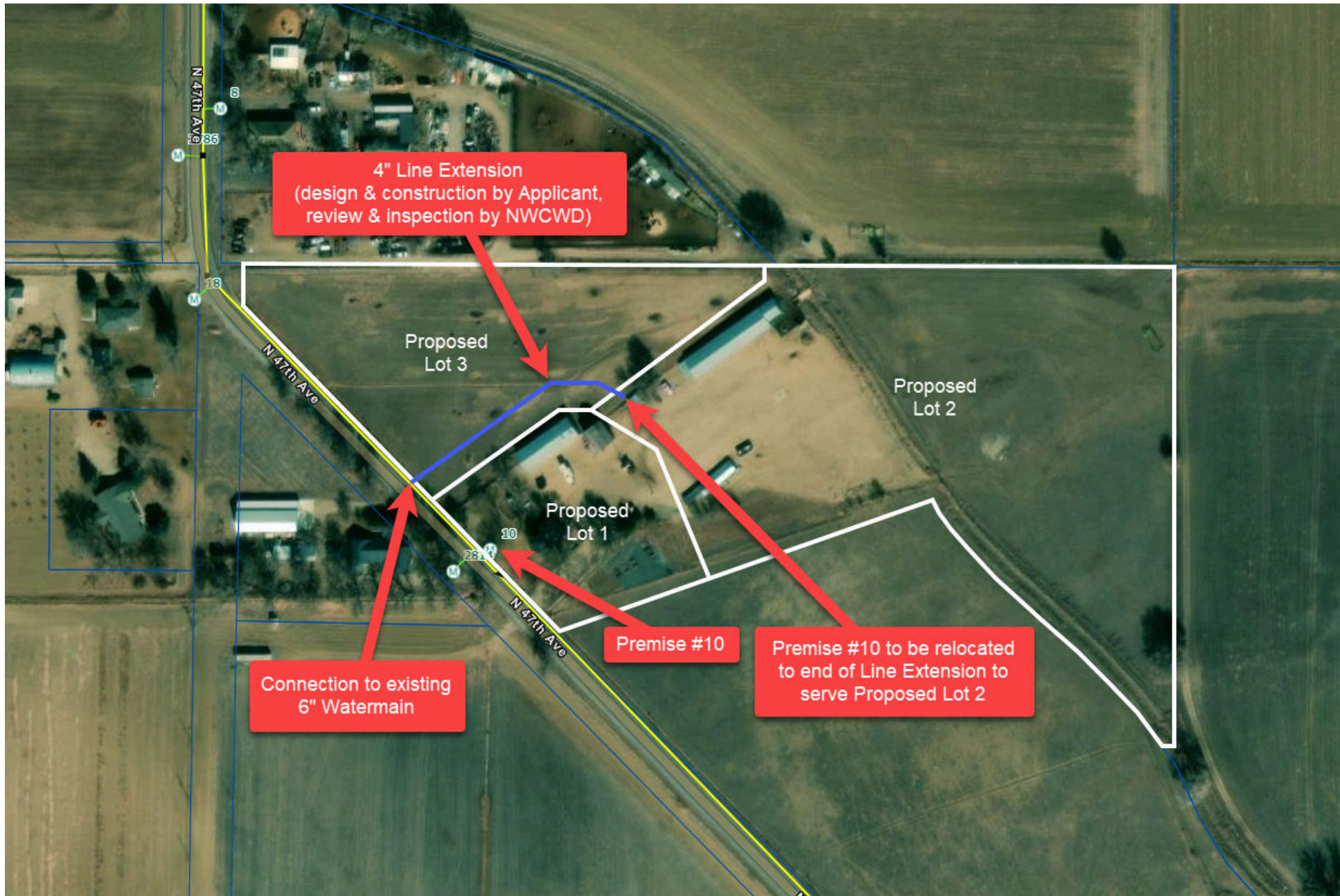
Reviewed By: Jared Rauch Date: 4/3/2023

Board of Director's Approval

Printed Name

Signature

Date



4" Line Extension
(design & construction by Applicant,
review & inspection by NWCWD)

Connection to existing
6" Watermain

Premise #10

Premise #10 to be relocated
to end of Line Extension to
serve Proposed Lot 2

Proposed
Lot 3

Proposed
Lot 2

Proposed
Lot 1

N 47th Ave

N 47th Ave

N 47th Ave

RESOLUTION NO. 20230410-01

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

ADOPTING A RESIDENTIAL METER OVERUSE SURCHARGE POLICY

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

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, in order to preserve the health, safety, and welfare of the District’s water distribution system and water resources, the District has undertaken measures to reduce demand on the District’s water system including the implementation of water surcharges for exceeding water allocations; and

WHEREAS, in order to preserve the health, safety, and welfare of the District’s water distribution system and water resources, the District desires to take additional measures with respect to residential customers to further reduce demand on the District’s water distribution system and water resources; and

WHEREAS, the District desires to impose an enhanced residential meter overuse surcharge for residential customers overusing water in excess of thresholds established by the Board; and

WHEREAS, the Board finds that the adoption of this Residential Meter Overuse Surcharge Policy to be in the best interest of the public health, safety, and welfare within the District.

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

1. Adoption. The Board hereby adopts the Residential Meter Overuse Surcharge Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the policy set forth herein.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Conflict. If any part of the Regulation is in conflict or inconsistent with any other District policy, procedure, or practice currently in effect, this Regulation shall trump such other District policy, procedure or practice.

5. Severability. If any term or provision of the Regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Regulation as a whole but shall be severed from the Regulation, leaving the remaining terms or provisions in full force and effect.

6. Effective Date. This Regulation shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

[Remainder of the page intentionally left blank. Signature page follows.]

ADOPTED THIS 10th DAY OF APRIL, 2023.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Adopting a Residential Meter Overuse Surcharge Policy

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

RESIDENTIAL METER OVERUSE SURCHARGE POLICY

- 1. Residential Meter Overuse Surcharge Policy:** The District hereby establishes that in order to reduce demand on the District's water distribution system and to deter water overuse by residential customers, any customer with a residential water tap that exceeds their water usage allotment amount by three (3) acre-feet shall be required to pay an enhanced surcharge in the amount of \$22.00 per thousand gallons, or as otherwise may be set forth on the District's Fee Schedule, as may be amended from time to time. In general, a residential water tap is classified as a water tap with an allocation of less than four (4) acre-feet of water.
- 2. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy effective from November 2022 to October 2023, and from this year forward, in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 LUCERNE, CO 80646

P.O. BOX 56 BUS: 970-356-3020 FAX: 970-395-0997

WWW.NWCWD.ORG EMAIL: WATER@NWCWD.ORG

North Weld County Water District
(970) 356-3020
WATER@NWCWD.ORG
G Date: April 11, 2023

Policy Change Related to Residential Meter Overuse Surcharge

Dear Customer,

We are writing to inform customers who have high residential meters usage that on April 10, 2023 the North Weld County Water District Board of Directors, through Resolution No. 20230410-01 Adopting a Residential Meter Surcharge Policy.

The policy's intent is to deter water overuse by residential customers and reduce demand on the District's water distribution system. The policy provides the following:

Any customer with a residential water tap that exceeds their water usage allotment amount by three (3) acre-feet shall be required to pay an enhanced surcharge in the amount of \$22.00 per thousand gallons, or as otherwise set forth on the District's then current Fee Schedule, as may be amended from time to time. In general, a residential water tap is classified as a water tap with an allocation under four (4) acre-feet of water.

The board determined that based on the current cost of water and current cash in Lieu Fees, the Fee Schedule will be amended, and a surcharge of \$22.00 per thousand gallons will be applied for total water usage as stated above based on the current water year from November 2022 to October 2023 and from this year forward.

To find your water allocation, please refer to your regular monthly bill, or contact the District.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 LUCERNE, CO 80646

P.O. BOX 56 BUS: 970-356-3020 FAX: 970-395-0997

WWW.NWCWD.ORG EMAIL: WATER@NWCWD.ORG

North Weld County Water District Cross-Connection Control Dept.

(970) 356-3020

WATER@NWCWD.ORG

Date: May 6, 2023

URGENT – FINAL NOTICE RE: Backflow Prevention

Dear Customer,

We are writing to remind you that you are required to install and test a reduced pressure zone device on your water system by **June 1st, 2023**. This letter is your **FINAL NOTICE**. Failure to respond to this letter or take action toward compliance will result in water service shutoff on June 1st, 2023.

If you are receiving this notice, **we have not received confirmation of at least one of the following 3 items listed below**. By June 1st you must complete all of the following:

1. Install approved backflow protection
2. Have the backflow protection tested by a certified tester
3. Have the tester upload the passing test to BSIonline.com

This requirement is the result of a regulation (CDPHE REG. 11.39) issued by the Colorado Department of Public Health and Environment to help protect citizens' health and safety. The CDPHE requires NWCWD to shut off water supply to customers that do not comply with the requirement.

The device must be installed within 5 feet of your meter in order to prevent backflow and cross-connection contamination. Results verifying that the device is functioning properly must be submitted by a licensed tester to BSIOnline.com by **June 1st, 2023**.

Contact the NWCWD office immediately if circumstances prevent you from meeting this deadline, or if you believe you have completed installation and testing.

We thank you for your cooperation in helping ensure that our community has safe drinking water. We are available to answer questions and offer guidance at any time. Please do not hesitate to contact our office at (970) 356-3020 or WATER@NWCWD.ORG

It's Everyone's Responsibility to Protect Our Water.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 LUCERNE, CO
80646

P.O. BOX 56 BUS: 970-356-3020 FAX: 970-395-
0997

WWW.NWCWD.ORG EMAIL:
WATER@NWCWD.ORG

City of Fort Collins
City Council
300 Laporte Avenue
Fort Collins, CO 80521

RE: Comments and Concerns on the Guidelines and Regulations for Areas and Activities of State Interest of the City of Fort Collins

Dear Council Members:

The North Weld County Water District ("District") appreciates the opportunity to provide comments and participate in the stakeholder process for the proposed 1041 regulations ("Regulations"). The District has reviewed the third version of the proposed Regulations and has identified some continuing concerns with the language. This letter does not address all of the issues or concerns the District has identified with the current draft of the Regulations but sites some examples of problematic language issues and inconsistencies. The District believes that the language as provided needs additional revisions, and additional stakeholder time to review and comment on subsequent language modifications. There are currently issues with inconsistent definitions throughout the document, but more importantly the review process under the Regulations is unclear, and the Regulations do not align with the stated purpose of the program.

One example of process issue is related to language in Division 6.6 of the Regulations, the pre-application procedures. City staff recommends alternatives analysis, ecological characterization, conceptual mitigation plans and cumulative impact analysis before a project can even be considered for a FONAI. In addition, City staff suggested that the Regulations will be fully administered by a third-party consultant and all costs associated with this administration to be passed along to the applicant, with completion determined by Director. Under this structure, costs can go unchecked and make projects more expensive to the District

and ultimately to the public they are intended to benefit. Finally, the Regulations, as currently drafted, are not complete. City staff committed to providing a checklist of application materials necessary to meet the minimum thresholds of an application to meet “completeness” review. A checklist is requested by stakeholders in order to provide clarity about the Regulations requirements and avoid unnecessarily costly third-party reviews with no constraints on requests for additional information that could lead to a potential for a perceived arbitrary review process. We suggest that prior to acceptance of these Regulations the completeness checklist be developed and incorporated in the Regulations.

As another example, portions of the Regulations do not support the stated purpose of the Regulations as outlined in Division 6.1.2, Purpose and Findings. In brief, the purpose stated is to protect the environment, promote efficient use of public resources, protect natural and cultural resources, and ensure planned and coordinated development of infrastructure. The Regulations, however, require approvals through the proposed 1041 process for existing system changes such as pressurization of existing lines and upsizing existing infrastructure that lie in existing ROW or existing easements. The purpose and the process are inconsistent. The purpose is to limit impact to the natural areas, however, the Regulations as drafted may force applicants to seek new infrastructure alternatives and cause impacts by finding alternative routing or developing additional infrastructure to meet the system capacity requirements. The no-impact alternatives, such as upsizing pumpstations or upsizing lines during replacement programs, should be exempt from this complicated process and used as alternatives to new infrastructure which would otherwise be subject to the Regulations.

The District believes that the current version of the Regulations requires additional language revisions to support both process efficiencies and clarity and support the stated purpose of the Regulations. The District request that prior to approval of the Regulation language, a fourth version be shared, and stakeholders should be given appropriate time to review and provide comment should be allowed.

We appreciate the opportunity to participate in the stakeholder process.

Sincerely,
Eric Reckentine
Eric Reckentine
General Manager
NWCWD