

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

December 8, 2025, 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(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve December 8, 2025, 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 November 10, 2025, Meeting**
 - b. Invoices through December 8, 2025**
 - c. Unaudited Financial Statements November 2025**
 - d. Request for Proposal NWCWD New Billing System**
 - e. Extension of CBT Purchase Contract Webber**
 - f. Stantec Change Order WSSC Structures**
 - g. Plante Moran Annual Audit Agreement**
 - h. Element Work Scope WSSC Diligence**
 - i. Eaton Pipeline Phase 3 – Garney Companies, Inc. Application for Payment No. 1**
 - j. Pump Station #1 Repairs – Moltz Construction Inc. Pay App #3**
 - k. Pump Station 1 Motor Replacement Scope**
 - l. Contractor Selection and NOA County Road 84 WSSC Crossing**
 - m. Lytle Easement for Water Meter**
 - n. Tri hydro GIS Asset Management 2026 Phase IV Maintenance Proposal**
 - o. No. 8 Ditch re-work CMP acquisition CO-06 Garney NEWT III**
 - p. Consider Approval of Letter of Intent**
 - i. Coalson**
 - q. Approval of Distribution Line Acquisition**
 - i. NEWT III – Moore TCE L&W No 8 Repair**
 - ii. Eaton Pipeline – Gale Ditch Crossing**
 - r. Engagement Letter from WBA, PC for Ongoing Legal Services**
 - s. Resolution No. 20251208-01: 2026 Annual Administrative Resolution**

- t. **Resolution No. 20251208-02: Amended and Restated Digital Accessibility Policy**
- 6. **Action: Consider Approval Variance Request Jeffrey Property Water Invoices (enclosure)**
- 7. **Public Hearing:**
 - a. **Conduct Public Hearing on 2025 Budget Amendment and Consider Adoption of 2025 Budget Amendment (if needed)**
 - b. **Conduct Public Hearing on 2026 Budget and Consider Adoption of Resolution No. 20251208-04: Resolution Adopting 2026 Budget, Imposing Mill Levy and Appropriating Funds (enclosure)**
- 8. **Action: Consider Adoption of 2026 Fee Schedule (enclosure)**
- 9. **Action: Consider Approval Reynolds Construction Zone 1 West Transmission Line and Tank Site Construction Contract, Notice of Award and Notice to Proceed Phase 1 – Cactus Hill Discussion (enclosure)**
- 10. **Action: Consider Approval of Water Supply and Storage Company Structures Agreement and Municipal Cost Share Agreement (enclosures, privileged and confidential separate cover)**
- 11. **Action: Consider Approval Resolution Number 20251208-05 Tunnel Diligence Application (enclosure)**
- 12. **Action: Consider Approval of Water Service and Dedication Agreements (enclosures, privileged and confidential separate cover)**
 - a. **Town of Severance**
- 13. **Discussion: North Poudre Irrigation Co., South Side Ditch Water, Park Creek Reservoir Allocation Issues, and Proposed Town of Wellington Purchase of Shareholder Yield (enclosures, privileged and confidential separate cover)**
- 14. **Discussion: Newt III No. 8 Crossing Matters (enclosures)**
- 15. **Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4) (b)&(e), C.R.S. related to NPIC Matters for Park Creek, South Side Ditch Water, Wellington Amended Agreement, Water Supply and Storage Co Agreements, Water Service Agreements, Newt III No. 8 Crossing Matters**
- 16. **District Manager's Report**
 - a. **Town of Pierce Water Service Agreement**
 - b. **Pre- Construction Meeting Eaton Pipeline Phase 3**
 - c. **Whole Customer Letters – Rate and Fee Increases**
 - d. **Williams & Weiss System Yield Analysis**

Other Business:

ADJOURN _____ .M.

**MINUTES OF A MEETING OF
THE BOARD OF THE
NORTH WELD COUNTY WATER DISTRICT**

HELD NOVEMBER 11, 2025 AT 8:30 A.M. AT

32825 COUNTY ROAD 39, LUCERNE, COLORADO AND VIA TELECONFERENCE

The meeting of the Board of Directors of North Weld County Water District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, have confirmed their qualifications to serve, were in attendance:

Attendance

Tad Stout, President
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Nels Nelson, Treasurer
J.G. Milne, Assistant Secretary

Also present were Eric Reckentine, District General Manager; Zachary P. White, Esq., WBA, PC, District General Counsel; and members of the public.

1. Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Mr. Stout called the meeting to order.

2. Conflict of Interest Disclosures

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 WBA, PC, with notice of potential or existing conflicts of interest 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 with regard to any matters scheduled for discussion at the meeting. Mr. Nelson reminded the Board of his affiliation with Cactus Hill and indicated his intent to recuse himself from discussions regarding the same. No additional disclosures were noted.

3. Approval of Agenda

The Board reviewed the proposed agenda. Following discussion, upon a motion by Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously approved the agenda.

4. Public Comments

Mrs. Jeffries, a customer in the District stated concerns related to delinquent water service fees. The General Manager stated the District will set up a meeting to discuss these issues.

5. Consent Agenda

Mr. Reckentine reviewed the items on the consent agenda with the Board. Mr. Reckentine advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion by Mr. Nelson and seconded by Ms. Hennen, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- a. Minutes from October 13, 2025, Meeting
- b. Invoices through November 10, 2025
- c. Unaudited Financial Statements October 2025
- d. Kinetic Energy Services, LLC Contract Lead & Copper Regulatory Investigation
- e. NEWT III Number 8 L&W Crossing Repair Ditesco Consulting Engineer Scope
- f. Talos SCADA Support Agreement
- g. Larimer & Weld Irrigation Ditch Amended #8 Crossing Agreement
- h. Consider Approval of Letter of Intent
 - i. Heinze
- i. Approval of Distribution Line Acquisition
 - i. County Rd 84 Distribution Line
 - i. Kimberling Easements
- j. Tri hydro – County Road 84 Waterline – Change Order #1

6. Consider Adoption of Resolution 2025-10-01: Resolution Certifying Delinquent Water Service Fees to Weld County Treasurer for Collection

Mr. White presented the Resolution Certifying Delinquent Water Fees to the County for Collection. Ms. Sindy Jeffrey addressed the Board regarding her delinquent account balance and efforts to bring the account current. Following discussion, upon a motion by Mr. Nelson, seconded by Ms. Hennen, the Board unanimously approved the Resolution, directed Mr. Reckentine to schedule a meeting with Ms. Jeffrey to review her account, and directed legal counsel to file the Resolution with Weld County by December 1, 2025.

7. Consider North Weld County Water District Preliminary 2026 Budget

Mr. Reckentine presented the following related to the 2026 Budget to the Board, and the Board engaged discussion regarding the preliminary budget. No action was taken.

- a. NWCWD Budget and Budget Memo
- b. SCWTA Budget and Budget Memo

8. District Manager's Report

a. Town of Pierce Water Service Agreement

Mr. Reckentine reported on his presentation of the Water Service Agreement to the Town of Pierce. Following completion of map exhibits, the Town will execute the agreement.

b. North Poudre Irrigation Co., South Side Ditch Water, Park Creek Reservoir Allocation Issues

Mr. Reckentine reported that letters were sent as directed by the Board and comments from NPIC's attorney are expected by the end of the week.

c. Errors and Omissions Claims filed against Providence Infrastructure Consultants

Mr. Reckentine reported that discussions and investigations are ongoing.

d. Commercial Water Tap Request Status

Mr. Reckentine reported regarding correspondence from commercial dairy owners regarding the pace of reviews and progress. The District continues to work through complicated development review matters in an attempt to make sure things are done right. Ms. Dickinson will continue to work with counsel to the commercial dairy owners.

Adjourn

There being no further business to come before the Board, following discussion and upon a motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

The foregoing minutes were approved on the 8th day of December, 2025

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
November 30, 2025

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	5,061,683.60	
1015 - COLO TRUST - GENERAL		21,430,892.53	
1017 - COLO TRUST- RRR		265,563.25	
1020 - COLO TRUST - 2022 BOND		24,383,539.64	
1030 - CASH DRAWER		200.00	
1035 - CONTRA CASH RESERVE		(2,656,503.00)	
1050 - CASH RESERVE (CWRPDA)		2,656,503.00	
1100 - AR WATER (DRIP)		1,216,697.94	
1102 - CUSTOMER DEPOSITS		(139,442.00)	
1105 - AR CONSTRUCTION METERS		68,058.30	
1116 - ACCOUNTS RECEIVABLE		5,994.21	
1230 - PREPAID INSURANCE		124,156.34	
1300 - INVENTORY		2,214,241.59	
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Total Current Assets			54,631,585.40

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18	
1222 - CSU DRYING BEDS		28,612.00	
1225 - LAND & EASEMENTS		3,798,676.33	
1405 - WATER RIGHTS OWNED		107,542,451.44	
1407 - WATER STORAGE		6,854,560.95	
1415 - MACHINERY & EQUIPMENT		2,861,811.20	
1416 - DEPREC - MACH & EQUIP		(2,103,839.92)	
1420 - OFFICE EQUIPMENT		52,720.33	
1421 - DEPREC - OFFICE EQUIP		(52,720.11)	
1425 - PIPELINES		86,157,898.31	
1426 - DEPREC - PIPELINES		(27,963,486.65)	
1430 - STORAGE TANKS		3,812,663.06	
1431 - DEPREC - STORAGE TANKS		(1,802,108.97)	
1432 - MASTER METERS		689,854.53	
1433 - DEPREC MASTER METERS		(109,840.93)	
1435 - PUMP STATIONS		6,554,447.25	
1436 - DEPREC - PUMP STATIONS		(3,046,721.35)	
1437 - FILL STATION		14,777.25	
1438 - DEPREC - FILL STATION		(4,666.50)	
1440 - PAVING		254,642.20	
1441 - DEPREC - PAVING		(31,228.35)	
1445 - OFFICE BUILDING		1,667,567.41	
1446 - DEPREC - BUILDING		(609,865.34)	
1454 - CONSTRUCT IN PROGRESS		19,469,985.01	
		<hr/>	
Total Property and Equipment			204,578,064.33

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70	
1466 - Bond Cst of Issue '19		0.37	
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Total Other Assets			22,849,611.07

Total Assets	\$		<u>282,059,260.80</u>
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LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	83,325.82	
2216 - CONST MTR DEPOSITS		116,424.94	
2022 Arbitrage Liability		1,473,253.00	

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
November 30, 2025

2230 - ACCRUED WAGES	74,214.91	
2231 - ACCRUED COMP ABSENCES	222,572.24	
2232 - ACCRUED INTEREST	602,550.00	
2240 - Retainage Payable	1,309,265.48	
Total Current Liabilities		3,881,606.39
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	628,232.32	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	33,465,000.00	
2226.1 - 2022 Bond Premium	3,063,948.86	
2229 - PREMIUM ON 2009A LOAN	29,318.29	
Total Long-Term Liabilities		55,111,499.47
Total Liabilities		58,993,105.86
Capital		
2800 - RETAINED EARNINGS	222,693,775.24	
Net Income	372,379.70	
Total Capital		223,066,154.94
Total Liabilities & Capital	\$	282,059,260.80

NORTH WELD COUNTY WATER DISTRICT

Income Statement

Detail

For the Eleven Months Ending November 30, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 813,973.25	\$ 12,725,969.09	\$ 15,748,908.00	3,022,938.91	80.81
3111 - WATER ALLOC SURCHARGE	12,070.50	4,649,339.50	4,300,000.00	(349,339.50)	108.12
3112 - PLANT INVEST SURCHARGE	28,017.00	2,945,223.00	2,800,000.00	(145,223.00)	105.19
3113 - ADJUSTMENTS	(25,662.61)	1,890,836.56	0.00	(1,890,836.56)	0.00
3140 - CONST METER USAGE	42,804.93	364,287.12	217,548.00	(146,739.12)	167.45
3141 - CONSTR METER RENTAL	760.00	9,100.00	5,837.00	(3,263.00)	155.90
3142 - CONSTRUCT METER REPAIR	0.00	4,037.85	584.00	(3,453.85)	691.41
OPERATING	871,963.07	22,588,793.12	23,072,877.00	484,083.88	97.90
3210 INTEREST-COTRUST-GENERAL	146,009.49	1,750,571.95	1,500,000.00	(250,571.95)	116.70
3220 - PORT PARTONAGE AGFINITY	0.00	336.28	860.00	523.72	39.10
NON OPERATING	146,009.49	1,750,908.23	1,500,860.00	(250,048.23)	116.66
3310 - TAP (PI) FEES	0.00	2,146,200.00	3,300,000.00	1,153,800.00	65.04
3311 - DISTANCE FEES	0.00	580,000.00	183,790.00	(396,210.00)	315.58
3312 - WATER (ALLOCATION) FEE	0.00	220,500.00	210,000.00	(10,500.00)	105.00
3314 - INSTALLATION FEES	0.00	94,740.71	344,606.00	249,865.29	27.49
3315 - METER RELOCATION FEE	0.00	0.00	1,723.00	1,723.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	159,181.00	159,181.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	10,000.00	10,200.00	200.00	98.04
3321 - NON-POTABLE INSTALL	0.00	4,800.00	0.00	(4,800.00)	0.00
3330 - COMMITMENT LETTER FEE	2,900.00	71,800.00	0.00	(71,800.00)	0.00
3331 - REVIEW FEE	1,040.00	3,900.00	0.00	(3,900.00)	0.00
3332 - REVIEW DEPOSIT	0.00	5,000.00	0.00	(5,000.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	231,985.90	0.00	(231,985.90)	0.00
NEW SERVICE	3,940.00	3,368,926.61	4,209,500.00	840,573.39	80.03
3410 - WATER RENTAL	0.00	13,090.00	18,943.00	5,853.00	69.10
3420 - WATER LEASE	58,694.60	58,694.60	0.00	(58,694.60)	0.00
AG WATER	58,694.60	71,784.60	18,943.00	(52,841.60)	378.95
3500 - MISCELLANEOUS	0.00	97,051.05	0.00	(97,051.05)	0.00
3520 - TRANSFER FEES	625.00	7,550.00	10,200.00	2,650.00	74.02
3530 - RISE TOWER RENT	300.00	3,300.00	8,385.00	5,085.00	39.36
3560 - BACKFLOW TESTING FEE	0.00	96.00	0.00	(96.00)	0.00
MISCELLANEOUS	925.00	107,997.05	18,585.00	(89,412.05)	581.10
TOTAL REVENUES	1,081,532.16	27,888,409.61	28,820,765.00	932,355.39	96.76
OPERATING EXPENSE					
4110 - POTABLE WATER	444,271.61	3,115,581.04	3,418,521.50	302,940.46	91.14
4130 - CARRYOVER	0.00	11,434.19	94,925.09	83,490.90	12.05
4140 - WINTER WATER	0.00	3,137.21	5,859.55	2,722.34	53.54
4150 - ASSESSMENTS	(2,072.14)	673,152.68	623,758.86	(49,393.82)	107.92
4160 - RULE 11 FEES	0.00	0.00	67,668.00	67,668.00	0.00
4170 - WATER QUALITY - TESTING	405.00	10,471.00	14,566.00	4,095.00	71.89
WATER	(442,604.47)	(3,813,776.12)	(4,225,299.00)	(411,522.88)	90.26
4210 - SALARIES, FIELD	143,356.70	1,453,067.21	1,464,905.00	11,837.79	99.19
4220 - SALARIES, ENGINEERING	8,977.64	117,720.16	284,611.00	166,890.84	41.36
4240 - INSURANCE HEALTH	20,177.01	214,548.98	203,265.00	(11,283.98)	105.55
4250 - RETIREMENT	7,494.94	88,383.03	88,581.00	197.97	99.78
4260 - AWARDS	0.00	0.00	1,426.00	1,426.00	0.00
4270 - UNIFORMS	2,302.81	5,231.79	6,500.00	1,268.21	80.49
4280 - MISCELLANEOUS	0.00	0.00	1,189.00	1,189.00	0.00
EMPLOYEES	(182,309.10)	(1,878,951.17)	(2,050,477.00)	(171,525.83)	91.63
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	458.62	55,157.27	61,200.00	6,042.73	90.13

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Eleven Months Ending November 30, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4411 - LOCATES	8,792.41	17,625.21	17,340.00	(285.21)	101.64
4412 - FARM PROPERTIES	0.00	0.00	3,060.00	3,060.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,928.00	5,928.00	0.00
4414 - CONSTRUCTION METER	3,681.14	9,667.95	0.00	(9,667.95)	0.00
4415 - WATER LINES (REPAIRS)	14,601.37	163,041.41	473,000.00	309,958.59	34.47
4416 - APPURTENANCE(REPAIR)	2,291.71	46,209.20	225,000.00	178,790.80	20.54
4417 - METER SETTING	7,460.20	86,728.86	510,000.00	423,271.14	17.01
4418 - MASTER METERS	0.00	0.00	25,500.00	25,500.00	0.00
4419 - SERVICE WORK	30,989.70	564,851.80	132,600.00	(432,251.80)	425.98
4420 - STORAGE TANKS (O & M)	383.75	46,704.33	55,080.00	8,375.67	84.79
4430 - PUMP STATIONS (O & M)	4,894.89	79,547.29	153,000.00	73,452.71	51.99
4435 - CHLORINE STATION	0.00	2,166.43	5,631.00	3,464.57	38.47
4440 - EQUIPMENT	1,791.01	91,874.42	78,540.00	(13,334.42)	116.98
4445 - SCADA EQUIPMENT	15,279.00	61,829.80	30,600.00	(31,229.80)	202.06
4446 - LOCATING EQUIPMENT	3,689.38	4,919.71	5,743.00	823.29	85.66
4447 - GPS EQUIPMENT	0.00	0.00	27,568.00	27,568.00	0.00
4450 - SHOP/YARD	9,876.02	63,180.10	30,000.00	(33,180.10)	210.60
4460 - VEHICLES	9,502.97	157,106.46	106,121.00	(50,985.46)	148.04
4470 - SAFETY	350.00	5,579.12	20,808.00	15,228.88	26.81
4480 - CONTROL VAULTS	0.00	0.00	34,680.00	34,680.00	0.00
OPERATION & MAINTENANCE	(114,042.17)	(1,456,189.36)	(2,001,399.00)	(545,209.64)	72.76
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	4,542.29	173,188.11	188,416.00	15,227.89	91.92
4610 - PRV'S	43.98	123.31	0.00	(123.31)	0.00
ELECTRICITY	(4,586.27)	(173,311.42)	(188,416.00)	(15,104.58)	91.98
4700 - COMMUNICATIONS	100.08	1,100.88	52,020.00	50,919.12	2.12
COMMUNICATIONS	(100.08)	(1,100.88)	(52,020.00)	(50,919.12)	2.12
4810 - GENERAL	4,012.38	54,242.37	77,010.00	22,767.63	70.44
4820 - AUTO	1,320.12	20,484.38	20,808.00	323.62	98.44
4830 - WORKER'S COMP	3,471.83	137,998.81	78,030.00	(59,968.81)	176.85
INSURANCE	(8,804.33)	(212,725.56)	(175,848.00)	36,877.56	120.97
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	752,446.42	7,536,054.51	8,693,459.00	1,157,404.49	86.69
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	56,266.66	584,851.84	562,161.00	(22,690.84)	104.04
SALARIES	56,266.66	584,851.84	562,161.00	(22,690.84)	104.04
5210 - FICA	12,454.43	160,494.42	141,780.00	(18,714.42)	113.20
5220 - UNEMPLOYMENT	0.00	3,884.77	0.00	(3,884.77)	0.00
PAYROLL TAXES	12,454.43	164,379.19	141,780.00	(22,599.19)	115.94
5300 - HEALTH INSURANCE	0.00	0.00	62,424.00	62,424.00	0.00
5310 - ADMIN HEALTH INSURANCE	5,181.65	56,998.15	0.00	(56,998.15)	0.00
HEALTH INSURANCE	5,181.65	56,998.15	62,424.00	5,425.85	91.31
5400 - OFFICE UTILITIES	0.00	3,733.36	0.00	(3,733.36)	0.00
5401 - ELECTRICITY	0.00	10,050.96	10,404.00	353.04	96.61
5402 - PROPANE	0.00	9,118.60	7,283.00	(1,835.60)	125.20
5403 - TELEPHONE	0.00	227,453.10	23,929.00	(203,524.10)	950.53
5404 - CELL PHONE SERVICE	1,438.74	16,889.47	20,808.00	3,918.53	81.17
5405 - CELL PHONE ACCESSORIES	0.00	0.00	520.00	520.00	0.00
5406 - OFFICE CLEANING SERVICE	1,700.00	15,980.00	20,808.00	4,828.00	76.80
5407 - INTERNET	0.00	2,112.76	624.00	(1,488.76)	338.58
5409 - SECURITY CAMERAS	0.00	19,685.10	12,240.00	(7,445.10)	160.83

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Income Statement

Detail

For the Eleven Months Ending November 30, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5410 - OFFICE EQUIPMENT	0.00	0.00	510.00	510.00	0.00
5412 - PRINTERS	0.00	1,447.17	510.00	(937.17)	283.76
5440 - COMPUTER	0.00	3,109.13	5,100.00	1,990.87	60.96
5441 - COMPUTER SUPPORT	6,213.00	86,055.40	70,000.00	(16,055.40)	122.94
5442 - HARDWARE (COMPUTERS)	0.00	7,043.05	0.00	(7,043.05)	0.00
5443 - SOFTWARE	1,095.00	12,113.00	7,283.00	(4,830.00)	166.32
5444 - LICENSES (ANNUAL)	0.00	16,683.39	31,212.00	14,528.61	53.45
5445 - SENSUS METER SUPPORT	3,700.00	25,200.00	3,121.00	(22,079.00)	807.43
OFFICE UTILITIES	14,146.74	456,674.49	214,352.00	(242,322.49)	213.05
5510 - OFFICE EXPENSES	12,166.93	179,584.97	182,182.00	2,597.03	98.57
5520 - POSTAGE	0.00	2,435.90	4,000.00	1,564.10	60.90
5530 - BANK / CREDIT CARD FEES	0.00	40,716.45	40,000.00	(716.45)	101.79
5540 - BUILDING MAINTENANCE	133.96	5,248.93	7,000.00	1,751.07	74.98
5580 - DUES & REGISTRATION	630.00	10,153.48	0.00	(10,153.48)	0.00
OFFICE EXPENSE	12,930.89	238,139.73	233,182.00	(4,957.73)	102.13
5610 - LEGAL	70,382.70	802,078.06	375,000.00	(427,078.06)	213.89
5620 - ACCOUNTING	2,231.25	89,376.25	70,000.00	(19,376.25)	127.68
5625 - EASEMENT FEES	0.00	750.00	0.00	(750.00)	0.00
5626 - RECORDING FEES	(43.00)	(43.00)	0.00	43.00	0.00
5630 - WATER TRANSFER FEES	0.00	2,386.00	4,080.00	1,694.00	58.48
5640 - MAPPING - NORTHLINE	0.00	0.00	728.00	728.00	0.00
5650 - CONSULTANT FEES	0.00	50,289.03	225,000.00	174,710.97	22.35
5660 - MEMBERSHIP FEES	0.00	19,537.44	61,200.00	41,662.56	31.92
5680 - LAND ACQUISITION	7,470.98	64,986.53	102,000.00	37,013.47	63.71
PROFESSIONAL FEES	80,041.93	1,029,360.31	838,008.00	(191,352.31)	122.83
VEHICLES	0.00	0.00	0.00	0.00	0.00
5910 - SETTLEMENTS	0.00	357,750.03	0.00	(357,750.03)	0.00
MISCELLANEOUS	0.00	357,750.03	0.00	(357,750.03)	0.00
TOTAL ADMINISTRATIVE EXPENSE	181,022.30	2,888,153.74	2,051,907.00	(836,246.74)	140.75
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	149,500.00	12,250,000.00	12,100,500.00	1.22
STORAGE TANKS	0.00	149,500.00	12,250,000.00	12,100,500.00	1.22
6300 - PUMP STATIONS	434,292.05	960,885.49	0.00	(960,885.49)	0.00
PUMP STATIONS	434,292.05	960,885.49	0.00	(960,885.49)	0.00
6400 - EQUIPMENT	0.00	7,800.00	0.00	(7,800.00)	0.00
6410 - VEHICLES	0.00	125,224.00	100,000.00	(25,224.00)	125.22
EQUIPMENT	0.00	133,024.00	100,000.00	(33,024.00)	133.02
6505 - ENGINEERING	83,874.47	1,145,346.46	1,050,000.00	(95,346.46)	109.08
6510 - WATER LINES	41,580.00	1,327,942.72	11,500,000.00	10,172,057.28	11.55
6545 - SCADA EQUIPMENT	0.00	25,251.37	0.00	(25,251.37)	0.00
6550 - SHOP/YARD	0.00	242,678.00	0.00	(242,678.00)	0.00
SYSTEM	125,454.47	2,741,218.55	12,550,000.00	9,808,781.45	21.84
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	50,000.00	7,972,500.00	6,000,000.00	(1,972,500.00)	132.88
6621 - CAPITAL CONTRIBUTIONS	0.00	5,517.81	0.00	(5,517.81)	0.00
6630 - LEGAL (WRM)	3,139.43	132,634.89	80,000.00	(52,634.89)	165.79
6640 - STORAGE	25,614.50	190,358.04	0.00	(190,358.04)	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Income Statement

Detail

For the Eleven Months Ending November 30, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
WATER RIGHTS	78,753.93	8,301,010.74	6,280,000.00	(2,021,010.74)	132.18
6710 - EASEMENTS	0.00	507,006.82	75,000.00	(432,006.82)	676.01
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	7,969.50	5,000.00	(2,969.50)	159.39
LAND/EASEMENTS	0.00	514,976.32	180,000.00	(334,976.32)	286.10
6800 - BUILDING - 32825 CR 39	0.00	17,950.00	0.00	(17,950.00)	0.00
BUILDING/PAVING	0.00	17,950.00	0.00	(17,950.00)	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	638,500.45	12,818,565.10	31,360,000.00	18,541,434.90	40.88
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
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,081,532.16	27,892,349.30	28,898,673.00	1,006,323.70	96.52
TOTAL EXPENSES	1,585,691.17	27,519,969.60	46,579,134.00	19,059,164.40	59.08
PROFIT/LOSS	(504,159.01)	372,379.70	(17,680,461.00)	(18,052,840.70)	(2.11)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: November 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		3,142,905.26
Add: Cash Receipts		128,041.91
Less: Cash Disbursements		(1,565,620.88)
Add (Less) Other		3,356,357.31
Ending GL Balance		<u>5,061,683.60</u>
Ending Bank Balance		<u>5,914,610.41</u>
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jan 23, 2025	19579 (25.45)
	Feb 11, 2025	19648 (95.00)
	Mar 10, 2025	19707 (52.00)
	Apr 3, 2025	19770 (27.06)
	Apr 9, 2025	19800 (1,757.60)
	May 28, 2025	19949 (520.00)
	Jul 22, 2025	20103 (1,500.00)
	Aug 21, 2025	20190 (7.87)
	Sep 30, 2025	20285 (85.50)
	Sep 30, 2025	20301 (29.94)
	Nov 7, 2025	20389 (459.08)
	Nov 7, 2025	20391 (59.88)
	Nov 12, 2025	20399 (260.00)
	Nov 12, 2025	20402 (630.00)
	Nov 12, 2025	20405 (1,095.00)
	Nov 12, 2025	20410 (1,100.00)
	Nov 17, 2025	20417 (219.56)
	Nov 17, 2025	20418 (372.14)
	Nov 19, 2025	20420 (137,047.33)
	Nov 19, 2025	20421 (297,244.72)
	Nov 19, 2025	20422 (218.27)
	Nov 19, 2025	20423 (104.79)
	Nov 19, 2025	20424 (25.00)
	Nov 19, 2025	20425 (29.94)
	Nov 19, 2025	20426 (29.94)
	Nov 19, 2025	20427 (50.00)
	Nov 19, 2025	20428 (47.94)
	Nov 19, 2025	20429 (56.94)
	Nov 19, 2025	20430 (43.44)
	Nov 19, 2025	20431 (25.00)
	Nov 19, 2025	20432 (106.00)
	Nov 19, 2025	20433 (629.36)
	Nov 19, 2025	20434 (59.88)
	Nov 19, 2025	20435 (29.94)
	Nov 19, 2025	20436 (90.42)
	Nov 19, 2025	20437 (25.00)
	Nov 19, 2025	20438 (804.30)
	Nov 19, 2025	20439 (29.94)
	Nov 19, 2025	20440 (29.94)
	Nov 21, 2025	20441 (62.82)
	Nov 21, 2025	20442 (1,976.00)
	Nov 21, 2025	20443 (42,587.57)
	Nov 21, 2025	20446 (1,093.45)
	Nov 21, 2025	20447 (61,356.50)
	Nov 21, 2025	20448 (190.00)
	Nov 21, 2025	20449 (100.08)
	Nov 21, 2025	20450 (405.00)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: November 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

	Nov 25, 2025	20451	(8,899.99)	
	Nov 25, 2025	20452	(182.42)	
	Nov 25, 2025	20453	(4,401.18)	
	Nov 25, 2025	20454	(115,352.00)	
	Nov 25, 2025	20455	(6,213.00)	
	Nov 25, 2025	20456	(335.28)	
	Nov 25, 2025	20457	(2,160.94)	
	Nov 25, 2025	20458	(275.22)	
	Nov 25, 2025	20459	(602.01)	
	Nov 25, 2025	20460	(130.97)	
	Nov 25, 2025	20461	(20.00)	
	Nov 25, 2025	20462	(28.00)	
	Nov 25, 2025	20463	(85.41)	
	Nov 25, 2025	20464	(274.00)	
	Nov 25, 2025	20465	(15,279.00)	
	Nov 25, 2025	20466	(430.42)	
	Nov 25, 2025	20467	(5,289.81)	
	Nov 25, 2025	20468	(17.20)	
	Nov 26, 2025	20469	(103.04)	
	Nov 26, 2025	20470	(83,874.47)	
	Nov 26, 2025	20471	(9,026.20)	
	Nov 26, 2025	20472	(1,804.35)	
	Nov 26, 2025	20473	(8,178.00)	
	Nov 26, 2025	20474	(91.60)	
	Nov 26, 2025	20475	(25,614.50)	
	Nov 26, 2025	20476	(13,722.00)	
	Nov 26, 2025	20477	(1,944.00)	
	Nov 28, 2025	OL-11282025	(8,371.91)	
	Total outstanding checks			(865,502.51)
	Add (Less) Other			
	Nov 28, 2025	CF1119	235.66	
	Nov 28, 2025	MARS1117	204.59	
	Nov 26, 2025	OP1126	(114.77)	
	Nov 26, 2025	OP1126	5,204.25	
	Nov 27, 2025	OP1127	2,617.31	
	Nov 28, 2025	OP1128	1,026.64	
	Nov 29, 2025	OP1129	1,413.62	
	Nov 30, 2025	OP1130	1,988.40	
	Total other			12,575.70
	Unreconciled difference			0.00
	Ending GL Balance			5,061,683.60

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2025
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: November 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	21,362,144.94
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	68,747.59
Ending GL Balance	21,430,892.53
Ending Bank Balance	21,430,892.53
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	21,430,892.53

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Nov 30, 2025
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: November 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	24,306,277.74
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	77,261.90
Ending GL Balance	24,383,539.64
Ending Bank Balance	24,383,539.64
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	24,383,539.64



Customer Information System (CIS) Assessment and Selection Project Recap

North Weld County Water District | December 8th, 2025





Agenda

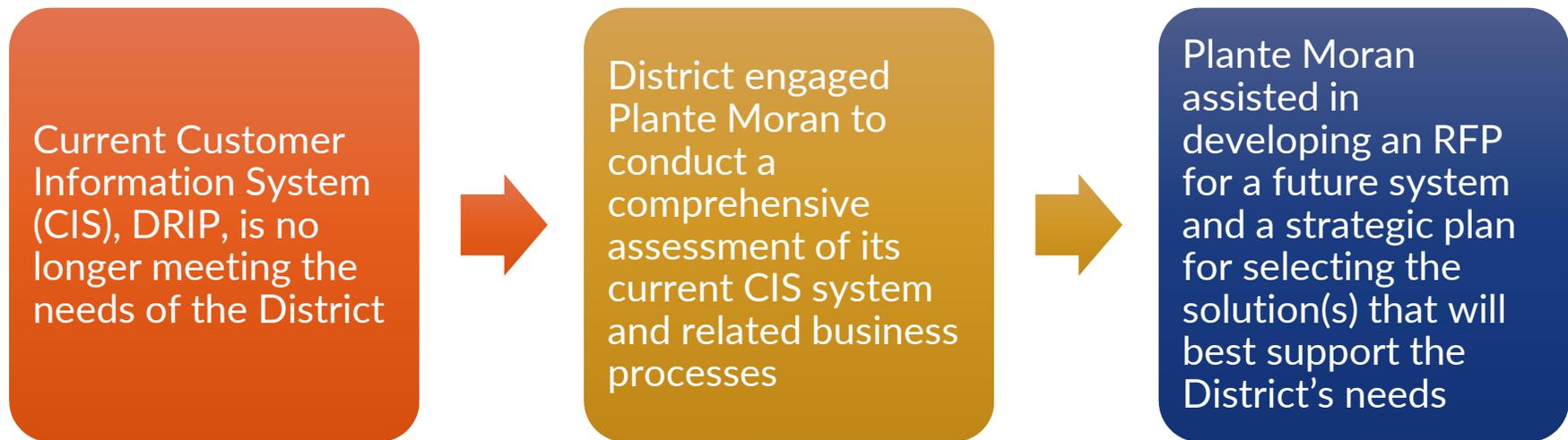
- Project Overview
- Key Needs Assessment Themes
- Project Roadmap and Next Steps



Project Overview

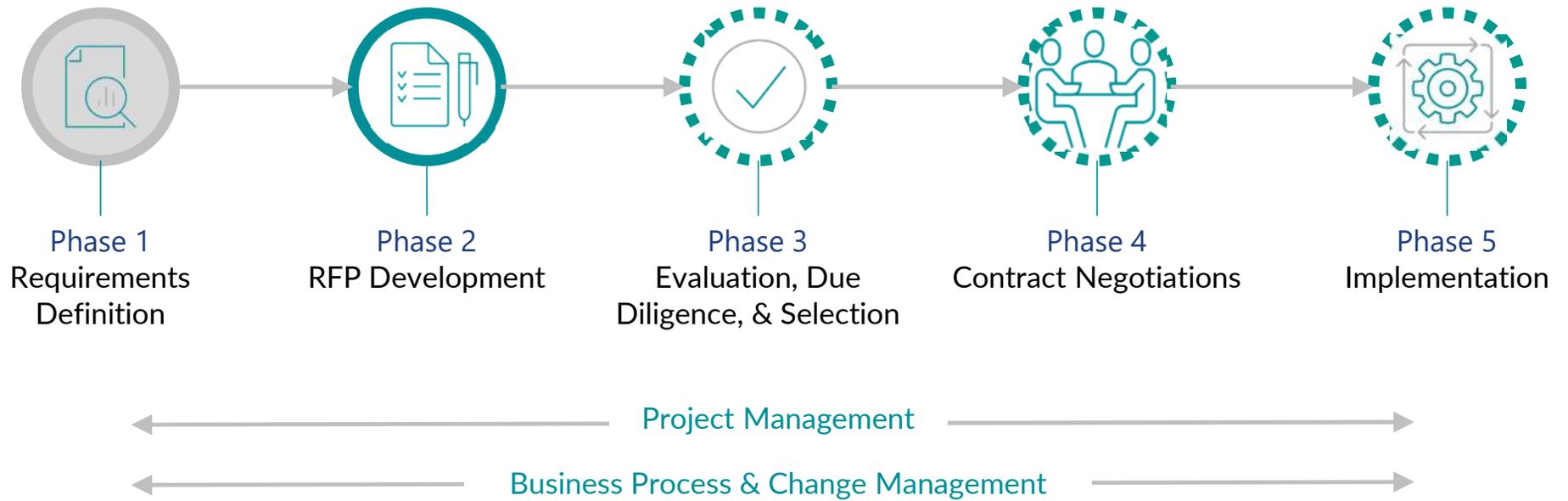


Project background





Phase 2: RFP Development





Project objectives

1

Document and analyze existing business processes, including systems used to support current operations

2

Identify key pain points and gaps in functionality, as well as future CIS needs

3

Reduce data redundancy and risk of human error by eliminating duplicative spreadsheets and side-systems

4

Reduce manual processes by leveraging system functionality to automate processes and calculations

5

Select a modernized CIS solution that can best support the District's current and future needs



Project scope

CIS		Other
<ul style="list-style-type: none">• Account Management• Billing Management• Payments & Cashiering• Service/Work Orders	<ul style="list-style-type: none">• Device Management• Customer Service/Portal*• Backflow Management*• Rate Management	<ul style="list-style-type: none">• General & technical• Reporting• Conversions• Interfaces

* System change is not expected as part of this project



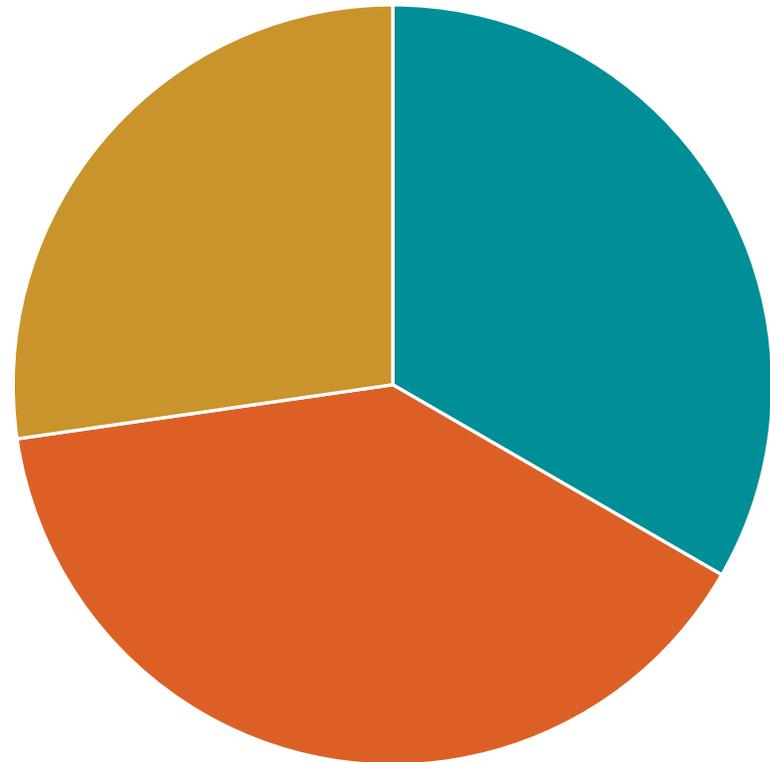
Opportunities

Functional Gap: Material system functionality gap

System Utilization: Opportunities for improvement by changing a system of record or adopting unused features

Process/Policy Gap: Opportunities to adopt new or adjust existing processes that are largely independent of the CIS to be procured and implemented

Opportunities



■ Functional Gaps ■ System Utilization ■ Process/Policy Gap



Key themes of needs assessment



A Modern CIS can deliver significant improvements

Transitioning from DRIP to a modern CIS will address current limitations and introduce efficiencies that strengthen NWCWD's operations.



Cross-train to reduce risk

Critical processes should not depend on single individuals. CIS implementation must include structured backup training to safeguard continuity.



Current success relies on manual effort

Staff commitment drives results today, but manual processes are inefficient and create risk. Automation through CIS will reduce this burden.



NWCWD is well-prepared for change

Existing best practices—such as disciplined financial workflows—position the NWCWD to adopt a new CIS with minimal disruption.



Rate structure complexity will impact next steps

Unique rates may challenge system fit and cost. Alternative approaches could be evaluated to improve long-term sustainability and the options available to NWCWD.



Strategic takeaways for CIS modernization

Modernizing for operational excellence and customer service

- Automating key processes and reducing manual efforts will drive efficiency and improve data reliability across the District.
- Enhanced CIS capabilities and potential improvements to the existing customer portal will empower staff and enable the District to deliver improved service to customers.

Mitigating risks and building organizational resilience

- Replacing the CIS reduces exposure to operational inefficiencies, data management risks, and customer service limitations.
- Modernization strengthens compliance with NWCWD's rate ordinances and positions the District to adapt quickly to future needs and regulatory changes.

Investing in long-term value and future readiness

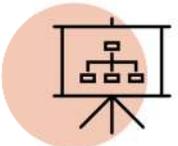
- A next-generation CIS supports the District's unique requirements and integration needs, making the investment both necessary and strategic.
- This investment lays the foundation for sustainable growth, improved service delivery, and readiness for evolving customer expectations.



Next Steps



Anticipated Project Roadmap



Kickoff Project

Plante Moran began the CIS project with the District

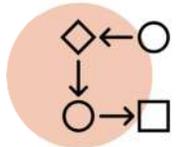
August 2025



Collect Input

Conducted interviews with staff to understand processes and needs for a future system

October 2025



Draft Deliverables

Assessment report & requirements

October 2025



Distribute RFP

Drafted and distributed RFP for a new CIS system and services

November 2025



Negotiate Contract

Negotiate contact and statement of work with selected vendor

February/March 2026



Select Vendor

Select finalist vendor after demonstrations and any additional due diligence

February/March 2026



Evaluate Vendors

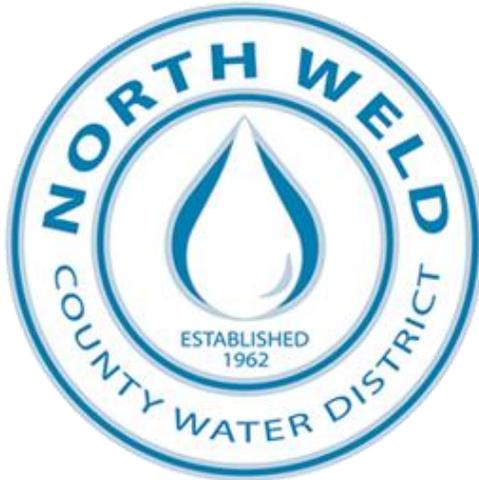
Evaluate proposal responses and conduct interviews and/or demonstrations with vendors

January/February 2025



Implement System

Begin implementation for the selected system



Request for Proposal For Customer Information System Selection

Issue Date: Monday, November 24th, 2025

Closing Date: Tuesday, January 6th, 2026 @ 4:00 PM MDT

**RFP documents available:
<https://www.nwcwd.org/nwcwd-rfp>**

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1. Proposal submission

Proposals shall be submitted via email to **water@nwcwd.org** by Tuesday, January 6th, 2026, at 4:00 PM MDT. Submissions must include **one electronic copy** of each of the following files:

- Proposal response (Word or PDF)
- Attachment A – NWCWD CIS System Selection – Bidder Forms.docx
- Attachment B – NWCWD CIS System Selection – Pricing Forms.xlsx
- Attachment C – NWCWD CIS System Selection – Requirements.xlsx

1.1 RFP clarifications and questions

Effective immediately upon release of this RFP, and until notice of contract award, all official communications from bidders regarding the requirements of this RFP shall be directed via email to **Bernie Frias** at **water@nwcwd.org**.

Any questions about the meaning or interpretation of any part of this RFP may be submitted via email to the contact above. Questions should reference the RFP title, the section of the RFP to which the question(s) pertains, and your full contact information.

All questions must be submitted by Tuesday, December 9, 2025, at 4:00 PM MDT. All official changes, modifications, and responses to questions or notices relating to the requirements of this RFP will be issued via written addenda. No oral explanation or instruction of any kind or nature whatsoever, given before the award of a contract to a bidder shall be binding.

1.2 Anticipated timeline overview

The table below outlines the key milestones and estimated due dates associated with this RFP process. If any changes to the dates or times listed below become necessary, an official addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	Monday, November 24, 2025
Deadline for questions	4 PM MT Tuesday, December 9, 2025
NWCWD releases answers to questions/final addenda	9 AM MT Friday, December 19, 2025
Proposal due date	4 PM MT Tuesday, January 6, 2026
Vendor demonstrations (subject to change and will vary based on the number of responsive bidders)	~ February 2026

Contract negotiations & award	<i>~ March 2026</i>
Desired go-live	<i>~ March 2027</i>

2. Introduction

2.1 NWCWD and project background

North Weld County Water District (“the District”) is a quasi-municipal corporation and political subdivision of the State of Colorado. The District’s current CIS software is DRIP, which is no longer able to meet the growing needs of the District. The District is using this procurement opportunity to align business processes with best practices and leverage the capabilities of modern solutions.

The District hired Plante Moran to provide advisory services for the selection of the new CIS software solution(s) proposed. The following key project objectives were identified:

- Implement a modernized CIS system with improved functionality, efficiency, and automation.
- Adopt industry best practices to streamline current business processes.
- Establish formal documentation and standardized procedures to reduce reliance on institutional knowledge and support long-term operational stability.
- Minimize manual processes and eliminate shadow systems by centralizing operations within a single CIS environment.

2.2 Current application environment

A listing of the District’s key existing applications is shown below. A likely future state for each application has been identified according to the following legend:

Legend Code	Description
R	Replace The District intends to replace this application with the selected solution.
C	Consider The District will consider replacing this application with the selected solution based on the strength of the finalist bidder’s offering and the cost/benefit of the replacement module. If the District maintains this application, it will require an interface to the CIS.
M	Maintain The District intends to retain the application, not replace it, through this effort.
I	Interface The District intends to keep the application and integrate it with the selected solution.

Current application	Application description	Likely future?
DRIP	Core legacy CIS system	R
WaterSmart	Customer information and billing portal	C/I
Paymentus	Payment processor	I
Sensus	Meter/Antenna management application	I
BSI	Backflow management application	C/I
DataPrint LLC	Outsourced bill printer	I
Sage	ERP/Financial system of record, issues refund checks	I

2.3 Current technical environment

Bidders must provide technical details about their proposed solution within the Technical and Bidder Hosting Requirements Form found in **Attachment A – NWCWD CIS System Selection – Bidder Forms.docx**. As part of this response, bidders must identify any potential conflicts between their proposed solution and the District’s current technical environment, as summarized below:

- Bandwidth: 100MB Download/15MB Upload
- Remote access and/or VPN used: Yes
- Active directory: Yes

2.4 Summary of organizational metrics

A summary of organizational metrics and standards is included below. These volumes and standards reflect actual and estimated amounts for the District’s current environment.

Metric	Current
Form of government	Elected Board of Directors
Service area	325 square miles
Number of customers	6664
Total staff (full time: 1 FTE)	23 FTE
Number of IT users	3
Current CIS power users	1
Future CIS power users	2

2.5 Software scope

Bidders must propose an integrated cloud-based solution that fulfills all **Core CIS** scope items listed below. The proposed solution should include, at a minimum, software, implementation services, training, project management, and other necessary technology services. These requirements may be satisfied through the bidder's own products or in partnership with a third-party provider(s).

2.5.1 Core CIS scope

- Account Management
- Billing Management
- Payments & Cashiering
- Service/Work Orders
- Device Management
- Customer Service/Portal
- Backflow Management
- Rate Management
- General and Technical
- Reporting & Dashboards
- Conversions
- Integrations

2.6 Services scope

The following required services are in-scope. Bidders may define and propose additional services as desired.

- Software installation/set-up
- Software design/configuration
- Deployment
- Data conversion and migration
- Integration/interface development
- Project management
- Testing
- Training services
- Reports/forms development

- Software modifications (if applicable)
- System documentation development
- Post go-live support/ongoing support and maintenance
- Ongoing cloud hosting services

2.7 Overall evaluation process

The District will use the following process to reach a finalist bidder decision:

1. **Minimum criteria:** The following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all criteria will automatically disqualify the bidder's response from further consideration.

Minimum criteria checklist	
<input type="checkbox"/>	Minimum client software installations Software Vendor and/or integrator combined must have provided software for at least three water districts or public sector organizations of similar size and complexity within the past five years.
<input type="checkbox"/>	RFP response timeliness RFP response is submitted by the due date and time.
<input type="checkbox"/>	Response authorization The RFP response is signed by an authorized company officer.
<input type="checkbox"/>	Response completeness The bidder complied with all instructions in the RFP and responded to all items requested with sufficient detail, allowing for the proposal to be properly evaluated. Any deficiencies in this regard will be determined at the sole discretion of the District to be either a defect that will be waived or that the proposal can be sufficiently modified to meet the requirements of the RFP.

2. **Round 2 evaluation:** For those bidders whose proposals meet the minimum criteria, the following categories of criteria will be used to further evaluate the proposals:

Round 2 evaluation criteria	Weighting
Ability to meet functional requirements and technical requirements, including usability/ease of use of proposed solution	50%
Implementation approach and ongoing support services	30%
General bidder capabilities and staff experience, including number and size of comparable municipal references, financial stability, completeness of response, and quality of proposal response	10%
Cost considerations (one-time and ongoing), including the level of internal efforts required	10%
Total	100%

- 3. Round 3 evaluation:** The top bidders from Round 2 will then proceed to an additional level of due diligence that may include one or more of the following activities:
- Follow-up questions and answers.
 - Bidder demonstrations to include module/functionality demonstrations, technical demonstrations, service presentations, and other due diligence.
 - Reference checking with comparable entities using the proposed product.

At any point in time during the third round of evaluation, a bidder may be eliminated from further consideration. After round three evaluation activities, the finalist bidders will be evaluated on all information collected to date against the following criteria:

Round 3 evaluation criteria	Weighting
Ability to meet functional requirements and technical requirements, including usability/ease of use of proposed solution	50%
Implementation approach and ongoing support services	30%
General bidder capabilities, including number and size of comparable municipal references, financial stability, completeness of response, and quality of proposal response	10%
Cost considerations (one-time and ongoing), including the level of internal efforts required	10%
Total	100%

3. Bidder and proposal response guidelines

3.1 Bidder guidelines

3.1.1 Intent

It is the intent of the District, through this request for proposal and the contract conditions contained herein, to establish, to the greatest possible extent, complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal. It shall be the bidder's responsibility to ascertain that their proposal acknowledges all addenda issued prior to the proposal submission date.

3.1.2 No ex parte communications during the competitive bidding period

To ensure the proper and fair evaluation of responses, the District prohibits ex parte (e.g., unsolicited) communication initiated by the bidder to a District official or employee prior to the time a formal decision has been made. Questions and other communication from bidders will be permissible until Tuesday, December 9, 2025 at 4:00 PM MST. Any communication between the bidder and the District after the deadline for questions will be initiated by the designated District contact to obtain information or clarification needed to develop a fair and accurate evaluation of the response.

3.1.3 Reserved rights

The District reserves the right to accept or reject any proposal, in whole or in part, at its sole discretion, if it is deemed to be in the District's best interest.

The District is not obligated to award a contract if none of the proposals meet its needs or expectations. The District is not obligated to award a contract to the lowest bidder.

Incomplete proposals or those missing required information may be deemed nonresponsive. A proposal may be deemed nonresponsive at any time during the process if circumstances change or new information becomes available.

The District reserves the right to waive informalities or irregularities in any proposal.

The District reserves the right to negotiate terms and conditions of any or all proposals separately, as it is deemed appropriate.

Final award decisions may consider information obtained through demonstrations, reference checks, negotiations, or any other relevant sources. The final contract award is subject to District approval.

3.1.4 Right to request additional information

The District reserves the right to request any additional information that might be deemed necessary during the evaluation process.

3.1.5 Advice of omission or misstatement

In the event it is evident to a bidder responding to this RFP that the District has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding bidder shall advise the District contact identified in **section 1, Proposal submission** of such omission or misstatement.

3.1.6 Confidentiality statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the District.

3.2 Proposal response guidelines

3.2.1 Requirements for signing proposal

By submitting a proposal, each bidder confirms that they have read, understood, and accepted the contents of this RFP and any issued addenda. The proposal must be digitally signed by an individual who is legally authorized to bind the person, partnership, company, or corporation submitting the proposal.

3.2.2 Tax exempt status

The District is exempt from paying sales taxes.

3.2.3 Pricing eligibility period

All bidder proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn, or canceled by the bidder during the 180-day period following the time and date designated for the receipt of proposals. The District, during the selection process, may decide to purchase a subset of the proposal components with the initial contract. The District requires that bidders agree for a period of three years from the date of the proposal to honor software and services pricing established within the bidder's response for proposed components that are not included in the District's initial purchase. The price of the proposed components can only be increased by the bidder during such time by an amount equal to the annual CPI-U adjustment for the region or 3%, whichever is less.

3.2.4 Purchase quantities

The District reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

3.2.5 Award of contract

A successful bidder shall receive formal notice of acceptance of the proposal by an authorized agent of the District. Actual award of the contract shall be subject to the successful bidder and the District agreeing to terms of a service contract, in the sole discretion of the District.

Note that the successful bidder, at the time of contract execution, must be licensed to do business in the state of Colorado.

3.2.6 Insurance requirements

The District will require the finalist bidder to retain insurance coverage in amounts and kinds to be negotiated. In no event shall general commercial liability coverage be less than \$1 million per occurrence.

4. Proposal response format

In order to facilitate the analysis of responses to this RFP, bidders must prepare their response in accordance with the instructions outlined in this section. Failure to follow these instructions may result in the rejection of your proposal.

Proposals must be prepared to satisfy the requirements of this RFP and should be accurate, complete, and clearly written. All parts, pages, figures, and tables should be numbered and labeled clearly.

Proposal submissions must include the following four files:

1. Proposal response (see section 4.1 below)
2. Attachment A – NWCWD CIS System Selection - Bidder Forms.docx (see section 4.2 below)
3. Attachment B – NWCWD CIS System Selection - Pricing Forms.xlsx (see section 4.3 below)
4. Attachment C – NWCWD CIS System Selection – Requirements.xlsx (see section 4.4 below)

4.1 Proposal response

This file should be no more than 10 pages and should describe your proposed solution beyond responses provided to questions listed in **Attachment A – NWCWD CIS System Selection – Bidder Forms.docx**.

Section references in parentheses below refer to the section numbers to be used in your proposal submission. Narrative responses should include the following sections:

4.1.1 Executive summary (Section 1)

Provide a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

4.1.2 Application software (Section 2)

Provide a general overview of how the proposed software will meet the requirements of this RFP. This section must address the following items:

- Describe your overall proposed technology solution.
- Describe the future direction of your product(s), such as planned enhancements or major updates, including anticipated timelines.
- Highlight any unique features or capabilities of your product(s) that distinguish it from others in the marketplace.
- Describe which components of the solution are based on industry standards versus which are proprietary or custom-developed by your organization.

If any third-party products are being proposed, please provide the following information for each:

- Name and function of each third-party product proposed.
- Explain how each third-party product integrates with the core solution.
- Describe your relationship/experience with the third-party provider(s).
- Include the number of implementations jointly executed in the last 5 years.

4.1.3 General implementation approach (Section 3)

Provide a general overview of your proposed implementation approach for this project. This section should address the following items:

- Provide a detailed work plan or project schedule. The District is targeting an Q1 2027 go-live. Your schedule should align with this timeline. If this is not feasible, please explain the constraints and provide an alternative timeline.
- Identify any unique tools, techniques, or methodologies used to support your proposed implementation approach.
- Define the proposed level of implementor versus District effort (e.g., time commitment, responsibilities, etc.) and describe any opportunities to adjust this.
- Describe your overall project management methodology. Explain your approach to ensuring the project is completed on time, within budget, and is tailored to the District's specific needs.
- Identify and provide background information for key personnel who will be managing & completing the implementation (bio/profile information not counted against page limit)

4.1.4 Integrations (Section 4)

The District expects all modules within the proposed solution to be fully integrated, without reliance on batch processes to transfer data between functional areas.

The **Integrations** tab within **Attachment B – NWCWD CIS System Selection – Pricing Forms.xlsx** includes a list of desired application interfaces anticipated to be needed in the future environment. Bidders must provide pricing for each interface listed directly in the spreadsheet.

Note: Interfaces between core modules that are typically included in an integrated CIS system (e.g., payments posting to CIS AR) are not included as they are assumed to be standard.

In addition to completing the pricing spreadsheet, please include the following in your narrative response:

- Describe data exchange standards supported or provided by your solution (e.g., XML, Web Services, or EDI).
- Based on the District's current application environment described in **section 2.3**, identify any potential integration challenges or limitations.

- If local customizations are made, do you provide any tools or assistance to easily incorporate those customizations into future versions/releases of your software?

4.2 Attachment A – NWCWD CIS System Selection - Bidder Forms.docx

This attachment will be used as a guided tool for bidders to answer specific questions about the proposed software, methodology, approach, and more. Bidders must answer all questions in the forms. Failure to respond to all questions can result in disqualification of the entire proposal. The forms are as follows:

1. Minimum Criteria
2. Company Background Form
3. Functionality Questionnaire
4. Technical and Bidder Hosting Requirements Form
5. Report Development Form
6. Integrations
7. Implementation Approach Form
8. Stakeholder collaboration
9. Ongoing Support Services Questionnaire
10. Client Reference Questionnaire
11. Required Forms and Attachments
12. Addenda

4.3 Attachment B – NWCWD CIS System Selection – Pricing Forms.xlsx

Bidders must complete the pricing forms provided in **Attachment B – NWCWD CIS System Selection – Pricing Forms.xlsx** and submit **one electronic copy** of the completed cost proposal as a **separate file**.

The pricing forms spreadsheet (Attachment B) contains the following tabs:

- Bidder Instructions
- Proposal Summary (*no direct input required*)
- Proposed Scope
- Software Information
- Software
- Implementation Services
- Training Services
- Data Conversion Services
- Integrations
- Modifications
- Other Services
- Other Optional & Miscellaneous Costs

For each of the cost components listed in the tabs above, bidders shall provide a firm, fixed cost and indicate whether the cost is one-time, ongoing/annual, or other (please specify). Bidders are encouraged to present alternatives to itemized costs, such as bundled pricing or other cost-saving alternatives, if such pricing would be advantageous to the District.

Additional Cost Proposal Requirements:

- If an item is included at no additional cost, please note this in the Comments column on the corresponding row.
- If an item is not included in your proposal, please note the item as “no bid” (or words to that effect).
- Specify proposed annual increases for ongoing costs (if any).
- All pricing must be provided in U.S. dollars.
- Make clear the rationale and basis of calculation for all fees.
- Explain any and all factors that could affect proposed subscription fees.

Please note it is the responsibility of the bidder to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the templates provided are the sole responsibility of the responding bidder. The District reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

4.4 Attachment C – NWCWD CIS System Selection – Requirements.xlsx

Bidders shall use the provided requirements spreadsheet (*Attachment C – NWCWD CIS System Selection – Requirements.xlsx*) to respond to the requirements of this RFP. **The response to these requirements must be submitted in the exact format provided with no additional macros, formulas, new columns, passwords, etc. Failure to adhere to this requirement may result in disqualification of the entire proposal.**

The requirements defined in this spreadsheet represent the desired functionality of the requested software solution. Bidders should review the requirements listed and indicate the availability of the functionality by selecting the appropriate response code from the dropdown in the **Availability** column (column H). Response options are defined in the table below.

Response Code	Description
Y - Yes	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table-driven setups, and standard reports. These configuration areas will not be affected by a future upgrade.
R - Reporting	Functionality is provided through reports generated using proposed reporting tools. Any required costs for custom report creation must be included in the cost proposal.
T - Third Party	Functionality is provided by a proposed third party (i.e., a separate software bidder from the primary software bidder). Pricing for any proposed third-party products must be included in the cost proposal.
M - Modification	Functionality is provided through customization to the application, including the creation of a new workflow or the development of a custom interface, that may have an impact on future upgradability. Pricing for any modifications identified in the requirements must be included in the cost proposal.
F - Future	Functionality is provided through a future general availability release that is scheduled to occur within one year of this proposal response.
N - Not Available	Functionality is not provided/not available.

The **Required Products** column should be used to specify what product (e.g., product name or software module) is proposed. Use the **Comments** column to provide additional comments as necessary.

AMENDMENT TO
AGREEMENT TO BUY AND SELL CBT UNITS

This Amendment to Agreement to Buy and Sell CBT Units (“Amendment”) is entered into between Lorene Webber (“Seller”) and the North Weld County Water District (“NWCWD”). Seller and NWCWD are sometimes collectively referred to as the “Parties” or separately as a “Party.”

Recitals

WHEREAS, the Parties entered into that Agreement to Buy and Sell CBT Units, dated October 13, 2025 (the "Agreement"); and

WHEREAS, the Parties now wish to extend certain deadlines provided in the Agreement.

Agreement

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension of Contingency Deadline (Paragraph 5): The third sentence of Paragraph 5 of the Agreement is amended (shown in underline as follows:

If Seller cannot satisfy this condition precedent by December 10, 2025, Seller will provide written notification to Purchaser and Northern Water that the condition precedent is not satisfied, and this Agreement shall have no further force and effect, and the Earnest Money shall be returned to the Purchaser.

2. Effect of Amendment: Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Amendment on the date set forth below.

[Signature Page Follows]

Lorene Webber

Lorene Webber

Dated: 11-18-25

North Weld County Water District

By: Eric Reckentine, General Manager

Dated: _____



Stantec Consulting Services Inc.
3325 South Timberline Road
2nd Floor
Fort Collins CO 80525-3681

November 3, 2025

Eric Reckentine, District Administrator
North Weld County Water District (NWCWD)
32825 CR 39
PO Box 56
Lucerne, CO 80646

Reference: Scope of Work for Groundwater Recharge Site Investigation

Dear Mr. Reckentine,

On Friday, October 24, 2025, Scott Dickmeyer of Tri-Districts informed Stantec that North Weld County Water District (NWCWD) has selected "Option 3," which involves conducting final infiltration testing at the current site while concurrently identifying a potential alternative site—ideally located closer to a lateral. Based on that discussion, we are pleased to submit the enclosed proposal for your review.

Project Overview: The Ram Site is currently irrigated via groundwater. The property owner has indicated that the site historically received water from WSSC; however, there is no existing infrastructure to deliver WSSC water to the farm. The next step in evaluating the feasibility of groundwater recharge at the Ram Site involves on-site infiltration testing. This proposal represents an additional scope and budget request beyond previously authorized work.

Scope of Work

ADD to Task 3: Hydrogeologic Site Evaluation: Conduct a detailed assessment of the proposed recharge site to determine its suitability for meeting subsector recharge requirements through on-site infiltration testing.

- **Test Pit Excavation:**
NWCWD will provide a backhoe and operator to excavate test pits at two locations. At each location:
 - The operator will ensure safe ingress/egress to the pit.
 - Initial excavation will reach approximately 5 feet deep (two bucket widths), creating a level base for infiltration testing using a double ring infiltrometer.
 - After testing at 5 feet, the pit will be deepened to 10 feet for a second round of testing.
 - Upon completion, each pit will be backfilled with excavated material.

- **Stantec Responsibilities:**
 - Stake proposed test pit locations at the Ram Land site.
 - Submit utility locate requests prior to excavation.
 - Provide email notifications in advance of site access for Tri-Districts to communicate with property owners.

Reference: Proposal Ram Site Phase 1

Assumptions and Exclusions:

- Tri-Districts will coordinate access with Ram Land CO LLC and ILCO Farms LLC, including any necessary permissions to traverse planted fields.
- The amount of water to be infiltrated is less than 2 cubic feet per second.
- Additional requirements may affect the proposed costs and associated costs.
- Right-of-entry and sufficient site access will be secured and provided by the client.
- Revisions to work already completed or underway due to changes in information or instruction provided to Stantec by the Client or Client’s consultant(s) are not included in this Scope of Services.
- All work is completed in 2025. Please note that Stantec’s rates are subject to annual adjustments.

Project Team:

The Stantec team will be led by Pamela Massaro, who will serve as the Project Manager and Principal-in-Charge. Mark Stacy and Cat Cannan will lead the Hydrogeologic Evaluation, bringing deep expertise in groundwater and site characterization.

Timeline:

- On-site infiltration investigation: roughly between November 5, 2025 and November 18, 2025. Fieldwork is to be completed before the end of November 2025.
- Meeting Schedule: Meeting with Tri-Districts Staff monthly, virtual by teams.

Professional Fees and Conditions:

Stantec proposes to perform the stated scope of work on a time and materials basis with a not to exceed amount for work performed. Our costs to complete this work will be billed on a Time and Materials basis Not to Exceed **\$8,600.00**.

The following table summarizes the original authorization by task, and the revised authorization after this change order:

Task #	Scope of Work	Original Authorization	Change Order ADD	Respective Task Cost
1	Initial Desktop Assessment	\$7,784.00		\$7,784.00
2	Site Visit and Initial Assessment	\$4,723.50		\$4,723.50
3	Hydrogeologic Site Evaluation	\$48,234.00	\$8,600	\$56,834.00
4	Conveyance Evaluation	\$32,916.67		\$32,916.67
5	Reporting	\$23,271.83		\$23,271.83

Reference: Proposal Ram Site Phase 1

	<i>Subtotals</i>			
		\$116,930.00	Total	\$125,530.00

A detailed hours table is provided as **Attachment A**.

Should the stated level of effort be less than anticipated, NWCWD will only be charged for the work and time expended. Work that may be beyond the stated scope in this proposal will promptly be brought to NWCWD's attention prior to the initiation of the work.

On behalf of Stantec, thank you for the opportunity to provide you this proposal. If you have questions or need additional information regarding the information provided in this proposal, please do not hesitate to contact me at (970) 893-4807 or pamela.massaro@stantec.com.

Respectfully,

Stantec Consulting Services Inc.

Pamela A.K. Massaro

Digitally signed by Pamela A.K. Massaro
DN: cn=Pamela A.K. Massaro, o=Stantec Consulting
Services Inc., c=US, email=pamela.massaro@stantec.com
Reason: I agree to the terms defined by the document or its signature on
its content.
Contact info: 970 893-4807, pamela.massaro@stantec.com
Date: 2025.11.03 16:58:09-0700

Pamela Massaro
Principal, Business Center Practice Leader
Phone: (970) 893-4807
Mobile: 970 646-8563
pamela.massaro@stantec.com

Attachment: Attachment



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material

Project Number	2037TBD
Project Name	NWCWD Ram Land Co - Groundwater Recharge Site Investigation - Phase 1
Client Name	NWCWD
Business Centre	2037
Project Manager	Pamela Massaro
Project Independent Reviewer	Damon Brown

Project Summary	Total Fee
Labour	\$8,505.50
Expense	\$94.50
Subs	\$0.00
Total	\$8,600.00

Planned Start Date	Planned End Date
2025-08-10	2026-12-31

Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
Massaro, Pamela	PM	Level 16	\$246.00	8.00	\$1,967.50
Stacy, Mark	Sr Hydro Geo	Level 13	\$189.00	2.00	\$378.00
Cannan, Cat	Hydro Geo	Level 09	\$155.00	24.00	\$3,720.00
Sweeney, Donovan	EIT	Level 08	\$146.00	12.00	\$1,752.00
Sajbel, Josephine	GIS	Level 11	\$172.00	4.00	\$688.00
				50.00	\$8,505.50

Expense	Billing Rate	Units	Sub-Total Fee
2025 IRS mileage	\$0.70	135.00	\$94.50
			\$94.50

Task #	Scope of Work	Original Authorization	
1	Initial Desktop Assessment	\$7,784.00	\$7,784.00
2	Site Visit and Initial Assessment	\$4,723.50	\$4,723.50
3	Hydrogeologic Site Evaluation	\$48,234.00	\$56,834.00
4	Conveyance Evaluation	\$32,916.67	\$32,916.67
5	Reporting	\$23,271.83	\$23,271.83
		\$116,930.00	\$125,530.00

Reference: **Proposal Ram Site Phase 1**

If North Weld County Water District agrees with this proposal, North Weld County Water District
Client Name Client Name
shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional
Services Agreement.

This proposal is accepted and agreed on the 4 day of November, 2025.

Per: North Weld County Water District

Tad Stout, President

Print Name & Title

Signature

November 10, 2025

The Board of Directors
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

Dear Board of Directors:

We are in the process of planning for the audit of the financial statements of North Weld County Water District (the "District") for the year ended December 31, 2025. An important aspect of planning for the audit is communication with those who have responsibility for overseeing the strategic direction of the District and obligations related to the accountability of the District. At the District, these responsibilities and obligations are held by the Board of Directors, collectively and individually; therefore, it is important for us to communicate with each of you in your role as a member of the Board of Directors.

As part of this communication process, we will speak at length with the Board President or Board Treasurer regarding our responsibilities under generally accepted auditing standards and the planned scope and timing of our audit. The purpose of this letter is to provide each of you with a summary of those discussions and to provide you with the opportunity to communicate with us on matters that may impact our audit.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter addressed to Eric Reckentine and dated November 10, 2025, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

We have been notified that (i) the District is not subject to the Final Rule issued by the Securities and Exchange Commission (SEC), *Custody of Funds or Securities of Clients by Investment Advisors* (Custody Rule), and (ii) there are no other circumstances at present that would require our audit of the financial statements to be conducted in compliance with the SEC's auditor independence rules. Accordingly, our audit of the financial statements is conducted in compliance with independence standards generally accepted in the United States of America, issued by the American Institute of Certified Public Accountants (AICPA). To mitigate the risk of independence violations, we must be notified immediately if there are changes in circumstances, related to compliance with the Custody Rule or otherwise, that could impact whether our audit of the financial statements must be conducted in compliance with the SEC's auditor independence rules.

Overview of the Planned Scope and Timing of the Audit

Alisha Watkins is the engagement partner responsible for supervising our services performed as part of this engagement. Our audit fieldwork will include three phases. The planning and preliminary information-gathering phase will occur in February and March 2026; the risk assessment phase in March 2026; and the rest of our audit procedures will be performed during March and April 2026.

To plan an effective audit, we must identify significant risks of misstatement in the financial statements, including those related to changes in the financial reporting framework or changes in the entity's environment, financial condition, or activities, and design procedures to address those risks.

Because management is in a unique position to perpetrate fraud due to its ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively, generally accepted auditing standards require that we always consider this to be a significant risk. In addition, we identified the following significant risks of misstatement:

- Existence and accuracy of revenue reported by the District
- Accounting and reporting of significant capital projects, including proper cut-off, accounting for retainages (if any), and treatment of in-service vs. in-progress (where applicable)
- Existence and valuation related to intangible asset additions, including water rights, easements and the Soldier Canyon Water Treatment Authority (SCWTA) Treatment Capacity
- Identification, computation and reporting of potential arbitrage liabilities
- Billing occurrences outside of the DRIP system
- Complete and accurate preparation of the District's annual trial balance, due to correcting entries identified in prior year's audit
- Lack of segregation of duties surrounding the accounting and financial reporting function

In response to these identified significant risks, we will perform the following:

- Testing of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements;
- We will substantively test revenue for existence and recognition in the proper period;
- Review significant capital projects and related contractual commitments, as well as detailed testing of the activity;
- For existence and valuation testing of risk areas identified, we will obtain source documents for revenue and intangible asset additions during the year under audit;
- Will review third-party analysis to determine whether additional arbitrage liabilities exist for the District;
- We will perform additional testing on a sample basis over the manual adjustments to revenue and the manual billings processed outside of the DRIP billing system;
- Review the schedules supporting the amounts reported in the annual trial balance for both completeness and accuracy, as well as compliance with generally accepted accounting standards;
- Expand testing manual journal entries in general ledger and other adjustments made in the preparation of the financial statements.

We will gain an understanding of accounting processes and key internal controls through a review of the accounting procedures questionnaires and control procedures questionnaires prepared by management. We will confirm through observation and inspection procedures that accounting procedures and controls included in the questionnaires have been implemented. We will not express an opinion on the effectiveness of internal control over financial reporting; however, we will communicate to you significant deficiencies and material weaknesses identified in connection with our audit.

The concept of materiality is inherent in our work. We place greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

Information from You Relevant to Our Audit

An important aspect of this communication process is the opportunity for us to obtain from you information that is relevant to our audit. Your views about any of the following are relevant to our audit:

- The District's objectives and strategies and the related business risks that may result in material misstatements;
- Matters that you consider warrant particular attention during the audit and any areas where you want to request additional procedures be undertaken;
- Significant communications between the District and regulators;
- Understanding of the District's relationships and transactions with related parties that are significant to the District and any concerns regarding those relationships or transactions;
- The attitudes, awareness, and actions concerning:
 - The District's internal control and its importance to the District, including how the Board of Directors oversees the effectiveness of internal control and the detection or possibility of fraud;
 - The detection or possibility of fraud, including whether the Board of Directors has knowledge of any actual, suspected, or alleged fraud affecting the District;
 - Any significant unusual transactions the District has entered into.
- The actions of the Board of Directors in response to developments in accounting standards, regulations, laws, previous communications from us, and other related matters and the effect of such developments on, for example, the overall presentation, structure, and content of the financial statements, including the following:
 - The relevance, reliability, comparability, and understandability of the information presented in the financial statements;
 - Whether all required information has been included in the financial statements and whether such information has been appropriately classified, aggregated or disaggregated, and presented.

If you have any information to communicate to us regarding the above or any other matters you believe are relevant to the audit, or if you would like to discuss the audit in more detail, please call Alisha Watkins at (248)-252-5240 as soon as possible.

Thank you for your time and consideration in this important aspect of the audit process. You can expect to hear from us again after the completion of our audit when we will report to you the significant findings from the audit.

Very truly yours,

Plante & Moran, PLLC



Alisha M. Watkins, CPA
Engagement Partner



Chris Otto, CPA
Colleague Partner



Plante & Moran, PLLC

Suite 600
8181 E. Tufts Avenue
Denver, CO 80237
Tel: 303.740.9400
Fax: 303.740.9009
plantemoran.com

November 10, 2025

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

Dear Eric:

Thank you for selecting Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to North Weld County Water District ("Client").

Scope of Services

We will audit Client's financial statements as of and for the year ended December 31, 2025.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

Alisha Watkins is the engagement partner for the services specified in this letter and is responsible for supervising PM's services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement March 23, 2026. We anticipate that our work will end in April 2026 and that our report will be issued by May 31, 2026.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be approximately \$62,730.

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice. Our invoices are generally sent from plantemoran@myworkday.com. Please ensure that the appropriate parties

have added plantemoran@myworkday.com to their safe senders listing to facilitate proper delivery of our invoices. In the event you are unable to accept electronic delivery of our invoices, please notify a member of the engagement team as soon as possible.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Alisha M. Watkins, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between North Weld County Water District and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

North Weld County Water District

Date

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for audit services dated November 10, 2025 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and North Weld County Water District (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).

PM has determined, based on representations Client has made to PM, that the applicable independence rules for the services contemplated hereunder are those specified by the American Institute of Public Accountants (AICPA) Code of Professional Conduct. Client represents and warrants that it agrees with that determination.

- 2. Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that PM may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. Client has designated Bernie Frias to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including

Professional Services Agreement – Audit Services

members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.

Client acknowledges that PM's services pursuant to this engagement agreement will not be conducted in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") or any other single audit requirements under federal, state, or local regulations. Any evaluation or determination of whether the Uniform Guidance or other single audit requirements apply to the Client is and will be the Client's responsibility and not the responsibility of PM. In the event Client determines that procedures in accordance with the Uniform Guidance or any other single audit requirements are required, PM will have no obligation to conduct or advise regarding any such procedures unless and to the extent set forth in a separate written engagement agreement signed by duly authorized representatives of PM and Client, respectively.

7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.

- 8. Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
- 9. Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 10. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.
- 11. Management Representations** – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client's financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements,

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including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 13. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 14. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 15. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

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PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 16. Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively "Third-Party Provider(s)"). Third-Party Providers may include, for example and without limitation, PM's international affiliates that support PM's domestic operations, cloud service providers that support PM's infrastructure in general, or independent contractors that serve to supplement a particular engagement team's services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.
- 17. Recording of Meeting or Other Conversation** – Prior to making any audio or video recording of a meeting or other conversation with PM representatives through any means or medium, Client agrees to obtain the expressed consent of the PM representatives participating in such meeting or conversation, except that consent is not required where (a) the audio or video recording is required by law applicable to Client, or (b) for any publicly held or available meeting or conversation that is telecast and/or recorded for access by the general public as a matter of ordinary course, or (c) for meetings whose content, materials, minutes, etc., is subject to disclosure under freedom of information or public records laws to applicable Client. In the event consent is granted, Client agrees that any such recordings shall (i) be made available to PM upon PM's request; (ii) not be edited in any way; and (iii) be used exclusively for the purposes of fulfilling the objectives of this engagement and not for any other purposes whatsoever, including but not limited to marketing, public display, or transfer to third parties. With respect to all audio or video recordings (whether consent is required or not or whether consent granted or not), Client acknowledges that (A) the professional services provided pursuant to this engagement may involve a series of discussions and other exchanges of information and that reliance on a recording of one or more meetings or conversations with PM representatives can create a risk that the contents of any such meeting or conversation are taken out of context, and (B) recording conversations with PM representatives can create risks of Client confidential or sensitive information becoming exposed to an uncontrolled environment and Client assumes the risks associated with Client's election to record and retain the recording of any meeting or other conversation. Neither consent to any recording, nor participation in any recorded meeting or conversation (whether consent is required or not), constitutes a license or other authorization to use any participant's name, image, likeness, voice, or similar personal attribute or quality (collectively, "Personal Attributes") for any purpose, and each PM participant retains all right, title, and interest in his or her Personal Attributes.
- 18. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:
- Client's failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
 - Client's failure to complete the audit preparation work by the applicable due dates;
 - Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
 - Delays by Client causing scheduling changes or disruption of fieldwork;

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- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 19. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services or issuance of PM's report upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this engagement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this engagement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 20. Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
- 21. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
- 22. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 23. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 24. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 25. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited

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financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

- 26. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 27. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 28. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 29. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 30. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 31. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Colorado.

End of Professional Services Agreement – Audit Services

Attachment A

Task Order No. 6 Amendment No. 1 Water Rights Diligence November 4, 2025

This Task Order sets forth the terms and conditions of services to be completed pursuant to communications between ELEMENT and CLIENT and serves to amend Attachment A to the Master Consulting Agreement between our firms dated October 21, 2019. Defined terms used but not otherwise defined below shall have the meanings given to them in the Agreement and Attachment B. The Effective Date of this Task Order is November 4, 2025.

Scope of Services

ELEMENT is providing water resources services to CLIENT for the purpose of diligence investigations of potential water rights acquisitions or dedications. The following list provides an example of the types of services that will be completed under this Task Order, based on our understanding of the project and previous experience with similar projects.

- Diligence review of potential new supplies in ditch systems, which, at this time, includes Water Supply and Storage Company (WSSC) shares.
- Prepare estimates of potential water supply yields for future water court changes.
- Work with CLIENT to develop recommendations for potential acquisition or dedication of water rights.
- Other tasks requested by CLIENT in connection with water acquisitions or dedications.

CLIENT will provide documentation to ELEMENT in connection with the Project and ELEMENT will rely on the accuracy of such documentation.

The purpose of this Amendment No. 1 is to add budget to, and extend the project schedule of, Task Order No. 6. The estimated budget for this scope has been provided based on approximately 126 hours of effort, using the ELEMENT hourly rates stated below. Actual time spent will be billed at ELEMENT's then-current hourly rates

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

Deliverables and Project Schedule

The deliverables and associated deadlines for preparing the deliverables will be as mutually agreed to by ELEMENT and CLIENT, for the period from November 1, 2025 through December 31, 2026.

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

Fee Schedule

The fee estimate for the tasks described in the Scope of Services section above is \$25,000.00, based on the hourly rates provided in Table 1 below, which when added to the original Task Order No. 6 budget of \$25,000.00 brings the total Task Order No. 6 budget to \$50,000. No permitting, application, or similar project fees are included in the fee estimate and will be paid directly by CLIENT. Should CLIENT request ELEMENT to pay such fees on CLIENT's behalf, ELEMENT will also invoice the additional associated administrative staff time. Payments for our services are based on the actual time spent on CLIENT's behalf and are measured by standard hourly rates based upon a 40-hour work week.

Table 1: Hourly Rates.

Professional Services	Hourly Rate
Administrative	\$84.00
Staff Engineer/Hydrologist	\$154.00
Project Engineer/Hydrologist	\$176.00
Senior Engineer/Hydrologist	\$204.00
Project Manager	\$215.00
Senior Project Manager	\$226.00

Table Notes:

- Overtime, rush, and holiday work necessitated by CLIENT's directive will be billed at an additional \$55 per hour.
- Sub-consultants to ELEMENT are billed at cost plus five percent (5%).
- ELEMENT reserves the right to periodically adjust its hourly rates, which will become effective upon written notice to CLIENT.

ADDITIONAL TERMS:

Project delays will increase the fees required to complete ELEMENT's services and the timing on Project completion. If scope changes or project specifications cause an increase or decrease in ELEMENT's services, an equitable adjustment shall be made to ELEMENT's compensation and this Agreement shall be modified by change order accordingly. ELEMENT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT that request changes in the services. ELEMENT will provide CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes part of this Agreement. If during the term of this Agreement material circumstances or conditions come to exist that were not originally contemplated by or known to a party, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, either party may call for renegotiation of appropriate portions of this Agreement. Each party shall notify the other party of the changed conditions necessitating renegotiation, and the parties shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, either party may then terminate this Agreement. Upon termination of the Agreement, ELEMENT shall be paid for all services performed and all reimbursable costs incurred up to the date of termination.

***See Attachment B for Additional Terms And Conditions related to ELEMENT's services under this Task Order.**

In Witness Whereof, the parties execute this Task Order as of the Effective Date.

CLIENT

ELEMENT Water Consulting, Inc.

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: Beorn A. Courtney, P.E.



November 25, 2025

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

RE: North Weld County Water District – Eaton Pipeline Phase 3 – Garney Companies, Inc.
Application for Payment No. 1

Dear Mr. Reckentine:

Enclosed for your review and processing is Application for Payment No. 1 for the subject project. Garney Companies, Inc. (Garney) submitted the payment application to Trihydro Corporation (Trihydro) on November 25, 2025. Trihydro has reviewed and agrees with the payment application and the amounts requested for the Mobilization, Bonds, and Insurance and the Site Drainage and Temporary Erosion Control bid items. The Contractor is allowed by contract to submit a request for the amounts listed in the Schedule of Values prior to actual mobilization to the site. The payment requested covers the purchase of bonds and insurance for the project and storm water permitting. There were no stored materials claimed for this payment application period. Trihydro recommends payment of \$129,960.00 to Garney.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,
Trihydro Corporation

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

C. Jade Gernant
Senior Engineer

0075Q-003-0010, Task 0007

Enclosure

pdfc: Mr. Kendall DeVries, Project Manager – Garney Companies, Inc.
Mr. Alex Tapia, Assistant Project Manager – Garney Companies, Inc.

PROJECT:	EATON PIPELINE PHASE 3		
OWNER:	NWCWD 32825 CR 39 Lucerne, CO 80646	CONTRACTOR:	Garney Companies Inc. 345 Inverness Drive South, Building B, Suite 205 Englewood, CO 80112
ENGINEER:	Trihydro Corporation 1252 Commerce Dr. Laramie, WY 82070	APPLICATION NUMBER:	1
		APPLICATION DATE:	11/25/2025
		PERIOD BEGINNING:	11/3/2025
		PERIOD ENDING:	11/30/2025
		CONTRACT NUMBER	0075Q-003-0010
		PO NUMBER GARNEY:	7529

CHANGE ORDERS:			PAY APPLICATION:		RETAINAGE:	
NUMBER	DATE	AMOUNT				
			Application is made for Payment as shown below in connection with the Contract. The present status of the account for this Contract is as follows.			
			Original Contract Amount:	\$4,336,500.00	Retainage to Date:	\$ 6,840.00
			Net Change by Change Order:	\$ -	Retainage Previous:	\$ -
			Revised Current Contract Amount:	\$4,336,500.00	Change in Retainage:	\$ 6,840.00
			Total Work Completed and Stored to Date:	\$ 136,800.00		
			Less Previous Payment:	\$ -		
			Amount due this Pay Application (before retainage):	\$ 136,800.00		
			Less Retainage:	\$ 6,840.00		
Net Change by Change Order:			\$0.00	AMOUNT DUE THIS APPLICATION:	\$	129,960.00
Change Order %:			0.00%			

CERTIFICATION:

The undersigned CONTRACTOR certifies that all obligations of CONTRACTOR incurred in connection with the WORK have been satisfied as required in Section 14 of the General Conditions of the Contract.

The above Amount Due this Application is requested by the CONTRACTOR.

Date: 11/25/2025 By: Kendall DeVries *Kendall DeVries*



Payment of the above Amount Due This Application is recommended by the ENGINEER

Date: 11/25/2025 By: C. Jade Gernant *C. Jade Gernant*

Payment of the above Amount Due This Application has been reviewed by the OWNER.

Date: _____ By: _____

Note: Payment instructions can only be modified by written authorization to the owner on Garney letterhead from the Garney CFO AND verbal confirmation by the owner via phone by calling the Garney Division Controller of Financial Reporting at 816-746-7268 or Senior Manager of Administration at 816-746-7247. Also, please email Garney at AR@garney.com when an ACH or Wire transfer has been sent to Garney so that it's receipt can be confirmed in a timely manner.

PROJECT: EATON PIPELINE PHASE 3

OWNER: NWCWD
32825 CR 39
Lucerne, CO 80646

CONTRACTOR: Garney Companies Inc.
345 Inverness Drive South, Building B, Suite 205
Englewood, CO 80112

ENGINEER: Trihydro Corporation
1252 Commerce Dr.
Laramie, WY 82070

APPLICATION NUMBER: 1
APPLICATION DATE: 11/25/2025
PERIOD BEGINNING: 11/3/2025
PERIOD ENDING: 11/30/2025

PO NUMBER GARNEY: 0075Q-003-0010
PO NUMBER BOULDER: 7529

BID ITEMS / SCHEDULE OF VALUES

ITEM #	Description	Contract Qty.	UOM	Unit Price	Contract Summary	Billed This Period		Billed Previous		Billed Total to Date		Stored Materials	Total Billed & Stored to Date	Cost Remaining	Billed Percent Complete
						Qty.	Amount	Qty.	Amount	Qty.	Amount				
Base Bid															
1	Mobilization, Bonds, and Insurance	1	LS	\$277,000.00	\$277,000.00	40%	110,800.00		\$0.00	40%	\$110,800.00	\$0.00	\$110,800.00	\$166,200.00	40.0%
2	Site Drainage and Temporary Erosion Control	1	LS	\$50,000.00	\$50,000.00	10%	5,000.00		\$0.00	10%	\$5,000.00	\$0.00	\$5,000.00	\$45,000.00	10.0%
3	Temporary Traffic Control	1	LS	\$13,500.00	\$13,500.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$13,500.00	0.0%
4	Topsoil Stripping, Management, and Placement	5	AC	\$5,000.00	\$25,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$25,000.00	0.0%
5	Connect to Existing Water Line (30" C900 DR18 PVC)	1	EA	\$22,000.00	\$22,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$22,000.00	0.0%
6	PVC Waterline - C900 DR18 (30")	4,560	LF	\$230.00	\$1,048,800.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$1,048,800.00	0.0%
7	PVC Water Line - C900 DR18 (30") with Restrained Joints	1,620	LF	\$400.00	\$648,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$648,000.00	0.0%
8	Combination Air/Vac Valve Station - Type I	1	EA	\$90,000.00	\$90,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$90,000.00	0.0%
9	Combination Air/Vac Valve Station - Type II	1	EA	\$180,000.00	\$180,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$180,000.00	0.0%
10	Temporary Blowoff Assembly (4")	1	EA	\$10,000.00	\$10,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$10,000.00	0.0%
11	Blowoff Assembly (8")	1	EA	\$45,000.00	\$45,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$45,000.00	0.0%
12	Water Line Fitting (30" 11.25 Bend)	1	EA	\$10,500.00	\$10,500.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$10,500.00	0.0%
13	Water Line Fitting (30" 22.5 Bend)	1	EA	\$13,000.00	\$13,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$13,000.00	0.0%
14	Water Line Fitting (30" 45 Bend)	10	EA	\$14,000.00	\$140,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$140,000.00	0.0%
15	Water Line Fitting (30" 90 Bend)	3	EA	\$15,000.00	\$45,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$45,000.00	0.0%
16	Butterfly Valve (30" MJ x MJ) - Owner-Furnished	2	EA	\$12,500.00	\$25,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$25,000.00	0.0%
17	Deadman Restraint	2	EA	\$5,500.00	\$11,000.00	-	-		\$0.00		\$0.00	\$0.00	\$0.00	\$11,000.00	0.0%
18	Flow Fill Cutoff Wall	10	EA	\$1,000.00	\$10,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$10,000.00	0.0%
19	Casing Pipe - Steel (48" x 0.375")	180	LF	\$2,700.00	\$486,000.00	-	-		\$0.00		\$0.00	\$0.00	\$0.00	\$486,000.00	0.0%
20	Remove and Replace Irrigation Ditch (Concrete, Sta. 400+05)	1	EA	\$8,000.00	\$8,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$8,000.00	0.0%
21	Site Cleanup and Revegetation	1	AC	\$15,000.00	\$15,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$15,000.00	0.0%
22	Dewatering	1	LS	\$210,000.00	\$210,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$210,000.00	0.0%
Add Alternate															
AA-1	Mobilization, Bonds, and Insurance	1	LS	\$50,000.00	\$50,000.00	40%	20,000.00		\$0.00	40%	\$20,000.00	\$0.00	\$20,000.00	\$30,000.00	40.0%
AA-2	Site Drainage and temporary Erosion Control	1	LS	\$10,000.00	\$10,000.00	10%	1,000.00		\$0.00	10%	\$1,000.00	\$0.00	\$1,000.00	\$9,000.00	10.0%
AA-3	Topsoil Stripping, Management, and Placement	1	AC	\$5,000.00	\$5,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$5,000.00	0.0%
AA-4	PVC Water Line - C900 DR18 (30")	800	LF	\$230.00	\$184,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$184,000.00	0.0%
AA-5	PVC Water Line - C900 DR18 (30") with Restrained Joints	400	LF	\$400.00	\$160,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$160,000.00	0.0%
AA-6	Blowoff Assembly (8")	1	EA	\$45,000.00	\$45,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$45,000.00	0.0%
AA-7	Water Line Fitting (30" 11.25 Bend)	1	EA	\$10,500.00	\$10,500.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$10,500.00	0.0%
AA-8	Water Line Fitting (30" 45 Bend)	5	EA	\$14,000.00	\$70,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$70,000.00	0.0%
AA-9	Water Line Fitting (30" Cap)	1	EA	\$7,300.00	\$7,300.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$7,300.00	0.0%
AA-10	Butterfly Valve (30" MJ x MJ) - Owner-Furnished	1	EA	\$12,500.00	\$12,500.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$12,500.00	0.0%
AA-11	Flow Fill Cutoff Wall	3	EA	\$1,000.00	\$3,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$3,000.00	0.0%
AA-12	Casing Pipe - Steel (42" x 0.375")	114	LF	\$2,600.00	\$296,400.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$296,400.00	0.0%
AA-13	Site Cleanup and Revegetation	3	AC	\$5,000.00	\$15,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$15,000.00	0.0%
AA-14	Dewatering	1	LS	\$85,000.00	\$85,000.00		-		\$0.00		\$0.00	\$0.00	\$0.00	\$85,000.00	0.0%

Contract Summary:

Sub-Totals:				\$4,336,500.00	3.15%	136,800.00	0.00%	\$0.00	3.15%	\$136,800.00	\$0.00	\$136,800.00	\$4,199,700.00	3.15%
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Change Orders

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Change Order Summary:

Sub-Totals:				\$0.00		\$0.00		\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
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Contract Summary:

PAY APPLICATION TOTALS				\$4,336,500.00		\$136,800.00		\$0.00		\$136,800.00	\$0.00	\$136,800.00	\$4,199,700.00	3.2%
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**NWCWD
Pump Station #1 Repairs
PARTIAL PAYMENT ESTIMATE**

Project NO: 25-15
PARTIAL PAYMENT EST NO. 3
PAGE 1 OF 2

OWNER: NWCWD
CONTRACTOR: Moltz Construction, Inc.
PERIOD OF ESTIMATE FROM: 9/1/25 to 12/1/25

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	Agency Approval Date	AMOUNT			
		Additions	Deductions		
1	8/29/2025	\$16,165.00		1. Original Contract	\$1,557,419.00
				2. Change Orders	\$16,165.00
				3. Revised Contract (1&2)	\$1,573,584.00
				4. Work Completed *	\$1,087,181.10
				5. Stored Materials*	\$0.00
				6. Subtotal (4 & 5)	\$1,087,181.10
				7. Retainage* (5%)	\$54,359.06
				8. Previous Payments	\$434,292.05
				9. Amount Due (6-7-8)	\$598,530.00
TOTALS		\$16,165.00	\$0.00	*Detailed breakdown attached -	

CONTRACT TIME

Original Calendar Days = 0 Start Date = July 14, 2025
 Revised Calendar Days = 0 Project Completion = June 1, 2026
 Remaining Calendar Days = 0 On Schedule: YES NO

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due

Contractor: Moltz Construction, Inc.
 By Franklin Borst Digitally signed by Franklin Borst
DN: cn=Franklin Borst, o=Moltz Construction Inc., c=US Date 11/24/2025

ENGINEER'S APPROVAL:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Ditesco
 By  Date 11/24/2025

APPROVED BY OWNER:

Advisor: NWCWD
 By _____ Date _____

PERIOD Tuesday, September 1, 2026
 FROM: Tuesday, December 1, 2026
 TO:

PROJECT: Pump Station #01 Repairs

APPLICATION DATE:

11/24/2025

ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
General - Phase 1														
1.01	Mobilization	LS	1	\$17,719.00	\$17,719.00			100.00	17,719.00			17,719.00	100.00%	100.00%
1.02	General Conditions	LS	1	\$35,437.00	\$35,437.00	10.00	3,543.70	90.00	31,893.30			35,437.00	100.00%	100.00%
Phase 1 Site Work														
1.03	Remove and Replace Chain Link Fence	LF	120	\$50.00	\$6,000.00			100.00	6,000.00			6,000.00	100.00%	100.00%
1.04	Restore Gravel Surfacing	LS	1	\$8,194.00	\$8,194.00			100.00	8,194.00			8,194.00	100.00%	100.00%
1.05	Remove and Replace Double Door Frame	LS	1	\$20,287.00	\$20,287.00									
1.06	Remove and Replace Single Door Frame	LS	1	\$11,453.00	\$11,453.00									
Phase 1 Mechanical Work														
1.07	Remove Ex. DIP and Demo Supports	EA	1	\$39,303.00	\$39,303.00			100.00	39,303.00			39,303.00	100.00%	100.00%
1.08	Remove Ex. 16" Pump Flow Control Valve	LS	1	\$2,778.00	\$2,778.00			100.00	2,778.00			2,778.00	100.00%	100.00%
1.09	Remove Ex. Valve and Accessories as shown	LS	1	\$2,919.00	\$2,919.00			100.00	2,919.00			2,919.00	100.00%	100.00%
1.10	Blind Flange Test Ex. Piping	LS	1	\$65,788.00	\$65,788.00			100.00	65,788.00			65,788.00	100.00%	100.00%
1.11	New DIP and Concrete Support	LS	1	\$112,148.00	\$112,148.00			100.00	112,148.00			112,148.00	100.00%	100.00%
1.12	Remove and Replace Damaged Grating Sections	LS	1	\$10,362.00	\$10,362.00			15.00	1,554.30			1,554.30	15.00%	15.00%
1.13	Disinfect and New Piping Pressure Test	LS	1	\$10,311.00	\$10,311.00			100.00	10,311.00			10,311.00	100.00%	100.00%
Phase 1 Electrical Work														
1.14	Temp Electrical Restoration to Building and Pump 1&2	LS	1	\$64,829.00	\$64,829.00			100.00	64,829.00			64,829.00	100.00%	100.00%
General - Phase 2														
2.01	Mobilization	LS	1	\$49,996.00	\$49,996.00	60.00	29,997.60					29,997.60	60.00%	60.00%
2.02	General Conditions	LS	1	\$99,909.00	\$99,909.00	50.00	49,954.50	10.00	9,990.90			59,945.40	60.00%	60.00%
Phase 2 Mechanical Work														
2.03	Remove Existing Pipe Restraints Pump 1&2	LS	1	\$5,296.00	\$5,296.00	100.00	5,296.00					5,296.00	100.00%	100.00%
2.04	Install New Pipe Restraints Pumps 1&2	LS	1	\$15,082.00	\$15,082.00	100.00	15,082.00					15,082.00	100.00%	100.00%
2.05	Remove and Replace Ex. 20" BFV Pump 1&2	EA	2	\$26,423.00	\$52,846.00	100.00	52,846.00					52,846.00	100.00%	100.00%
2.06	Remove and Replace Ex. 14" BFV Pump 1&2	EA	2	\$11,594.00	\$23,188.00	100.00	23,188.00					23,188.00	100.00%	100.00%
2.07	Remove and Replace Ex. 14" FCA Pump 1&2	EA	2	\$5,886.00	\$11,772.00	100.00	11,772.00					11,772.00	100.00%	100.00%
2.08	Remove and Replace Ex. 20" FCA Pump 1&2	EA	2	\$8,446.00	\$16,892.00	100.00	16,892.00					16,892.00	100.00%	100.00%
2.09	Remove Ex. 14" Pump Control Valve Pumps 1&2	EA	2	\$2,656.00	\$5,312.00	100.00	5,312.00					5,312.00	100.00%	100.00%
2.10	Procure and Install New 14" CV Pumps 1&2	EA	2	\$21,266.00	\$42,532.00	100.00	42,532.00					42,532.00	100.00%	100.00%
2.11	Procure and Install New Pressure Devices	LS	1	\$14,027.00	\$14,027.00	60.00	8,416.20					8,416.20	60.00%	60.00%
2.12	Procure and Install 36" Suction Piping	LS	1	\$138,651.00	\$138,651.00	95.00	131,718.45	5.00	6,932.55			138,651.00	100.00%	100.00%
2.13	Procure and Install 24" Suction Piping	LS	1	\$7,899.00	\$7,899.00	100.00	7,899.00					7,899.00	100.00%	100.00%
2.14	Procure and Install 24" BFV	EA	1	\$30,791.00	\$30,791.00	100.00	30,791.00					30,791.00	100.00%	100.00%
2.15	Procure and Install 24" FCA Pump 3	EA	1	\$7,576.00	\$7,576.00	100.00	7,576.00					7,576.00	100.00%	100.00%
2.16	Procure and Install 24x12" Ecc. Rdcr. Pump 3	EA	1	\$12,236.00	\$12,236.00	100.00	12,236.00					12,236.00	100.00%	100.00%
2.17	New Pump Concrete Pad	LS	1	\$7,098.00	\$7,098.00	100.00	7,098.00					7,098.00	100.00%	100.00%
2.18	Reinstall Pump 3	LS	1	\$6,892.00	\$6,892.00	80.00	5,513.60					5,513.60	80.00%	80.00%
2.19	Procure and Install new 10x16" Rdcr Pump 3	EA	1	\$6,301.00	\$6,301.00	100.00	6,301.00					6,301.00	100.00%	100.00%
2.20	Procure and Install New 16" CV Pump 3	EA	1	\$28,577.00	\$28,577.00	100.00	28,577.00					28,577.00	100.00%	100.00%
2.21	Procure and Install New 16" FCA Pump 3	EA	1	\$6,624.00	\$6,624.00	100.00	6,624.00					6,624.00	100.00%	100.00%
2.22	Procure and Install New 16" BFV Pump 3	EA	1	\$12,687.00	\$12,687.00	100.00	12,687.00					12,687.00	100.00%	100.00%
2.23	Procure and Install New 16" Discharge Piping Pump 3	LS	1	\$32,273.00	\$32,273.00	100.00	32,273.00					32,273.00	100.00%	100.00%
2.24	Procure and Install New Galv. Pipe Supports	EA	3	\$3,472.00	\$10,416.00	100.00	10,416.00					10,416.00	100.00%	100.00%
2.25	Disinfect and Pressure Test	LS	1	\$10,050.00	\$10,050.00									
2.26	Prep and Coat all DIP	LS	1	\$98,252.00	\$98,252.00	40.00	39,300.80	35.00	34,388.20			73,689.00	75.00%	75.00%
2.27	Start Up and Test	LS	1	\$5,246.00	\$5,246.00									
2.28	Allowance (See Allowances below for Detail)	LS	1	\$25,000.00	\$25,000.00	38.94	9,736.00					9,736.00	38.94%	38.94%
Phase 2 Electrical Work														
2.29	Demo Ex. MCC	LS	1	\$8,854.00	\$8,854.00	100.00	8,854.00					8,854.00	100.00%	100.00%
2.30	New Power Panel	EA	1	\$36,031.00	\$36,031.00									
2.31	Transformer	EA	1	\$6,655.00	\$6,655.00									
2.32	LP Panel	EA	1	\$6,195.00	\$6,195.00									
2.33	125 Hp VFD	EA	2	\$40,390.00	\$80,390.00									
2.34	250 Hp VFD	EA	1	\$69,121.00	\$69,121.00									
2.35	New Interior Light Fixtures	EA	4	\$1,559.00	\$6,236.00									
2.36	Electrical Conduit and Wiring	LS	1	\$35,682.00	\$35,682.00									
2.37	Control Conduit/ Wiring	LS	1	\$11,339.00	\$11,339.00									
2.38	Start up and Testing	LS	1	\$35,948.00	\$35,948.00									
2.39	ARC Flash Study Stickers	LS	1	\$20,019.00	\$20,019.00									
Totals					\$1,557,419.00		672,432.85		\$414,748.25			\$1,087,181.10	69.81%	69.81%
Change Orders														
1	Replace all North Grating	LS	1	\$16,165.00	\$16,165.00	100	16,165.00					16,165.00	100.00%	100.00%
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
Totals					\$1,573,584.00		688,597.85		\$414,748.25			\$1,103,346.10	70.12%	70.12%
Allowances (Reflected in SOV Item #2.28)														
PCO - 001	Paint Pump Pads	LS	1	\$2,226.00	\$2,226.00	100	2,226.00					2,226.00	100.00%	100.00%
PCO - 002	NW Corner Restraints	LS	1	\$10,010.00	\$10,010.00	100	10,010.00					10,010.00	100.00%	100.00%
PCO - 004	Credit to Remove Gravel Resurfacing Material	LS	1	-\$2,500.00	-\$2,500.00	100	-2,500.00					-2,500.00	100.00%	100.00%
													#DIV/0!	#DIV/0!



Delivery by email to:

ericr@nwcwd.org

December 2, 2025

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

**RE: North Weld County Water District – Pump Station No. 01 Repairs
Pump Three Motor Replacement**

Dear Eric:

This letter follows initial construction work for the Pump Station No.01 Repairs Project. Based on our understanding of station operations we are aware that pump three operated infrequently due to high pressure and flow output at full speed (1770rpm). Currently the pump station is being modified to install new variable frequency drives (VFDs) to aid in startup and operation of all three pumps. Based on previous operational challenges associated with pump three we believe that the district will benefit from the added flexibility that a VFD provides as it relates to pump operational speed. Based on the pump curve and conversations with operations staff we anticipate that the selected operational setpoint to be lower than full speed, likely 50% to 75%. Therefore, consideration should be made for additional motor stress that can be induced by a VFD operating at these lower associated frequencies. For this reason, we recommend that the existing 250HP motor is replaced with a new inverter rated motor to ensure there are no operational issues at lower speeds. Additionally, procurement of the new motor now allows it to be installed and tested with the ongoing station improvement work which will minimize risk of future maintenance/replacement work by the district staff.

We have reviewed the quote provided by Denver Industrial Pumps and recommend proceeding with procurement.

Please let me know if you have any questions or require further information regarding this letter. I can be reached by phone at (970) 488-0934 and email Jason.wooldridge@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Wooldridge".

Jason Wooldridge, PE

Project Manager

Enc. Denver Industrial Pump Quote
Cc: file

Your Success is Our Success

Ditesco
2133 S. Timberline Rd, Suite 110
Fort Collins, CO 80525
(970) 632-5068
ditescoservices.com



DENVER
INDUSTRIAL
PUMPS, INC.

25-72864

August 14, 2025

Entered by: Jordan Williams

15165 W. 44th Avenue Golden, CO 80403 303-233-9255 FAX 303-233-9031

PUMP QUOTATION

To: BRAD HAWE
Fax:
Phone: 970-381-9816
Email: BRADH@NWCWD.ORG

NORTH WELD COUNTY WATER
4517 E MULBERRY STREET
FT. COLLINS, CO 80524

We are pleased to offer the following quote for your consideration.

QTY: 1, New motor,

Pump Station #1 Pump #3 motor

Teco AEHHGD 250HP 1800RPM 449TZ frame TEFC 460V 60HZ

Shipment: 2-3 Weeks ARO
FOB Factory

THIS COST DOES NOT INCLUDE ANY LABOR FOR INSTALLATION.

THIS COST DOES NO INCLUDE ANY FREIGHT.

Price - \$25,967.00 each / \$25,967.00 total

QTY: 1, Grounding ring adder,

TECO-M23 MOD- SHAFT GROUNDING RING

Shipment 6-7 Weeks ARO
FOB Factory

Price - \$1,715.00 each / \$1,715.00 total

QuoteTotal: \$27,682.00

Sincerely, Devin Davis / Jordan Williams



15165 W. 44th Avenue Golden, CO 80403 **303-233-9255** FAX 303-233-9031

- All sales are subject to the Denver Industrial Pumps Terms & Conditions located at: <https://denverpumps.com/wp-content/uploads/2025/06/terms-conditions-r1rev-rm53025.pdf>
- The quoted item(s) are Non-Cancelable / Non-Returnable.
- Prices quoted are valid for 30 days from the date of quotation but are subject to adjustment based on our assessment of market conditions and volatility at the time of fulfillment.
 - a. The parties acknowledge that the market is subject to changes and volatility due to: (a) global imposition of tariffs, (b) taxes, duties or similar governmental charges, (c) manufacturer price increases, (d) fluctuations in currency exchange rates, (e) changes in raw material costs, and (f) other economic or geopolitical events. Accordingly, we reserve the right to adjust the prices of the goods sold under this Agreement to reflect the impact of such market conditions.
 - b. Notice of Price Change: In the event that market conditions result in an increase in the cost of goods, raw materials, or components, we shall notify you in writing of any necessary adjustments to the pricing.
 - c. Effective Date of Adjustment: Any such price adjustments will take effect no sooner than the date specified on our written notice of adjustment.

PLEASE SUBMIT ALL PURCHASE ORDERS TO ORDERS@DENVERPUMPS.COM. REFERENCE QUOTE NUMBER AND PLEASE COPY THE SALESPERSON THAT ISSUED THE QUOTE.

PAYMENTS BY CREDIT CARD WILL BE SUBJECT TO A 3% CONVENIENCE FEE ON TOTAL ORDER AMOUNT.

PER COLORADO MANDATE DR1786, A \$0.29 RETAIL DELIVERY FEE WILL BE ADDED TO ALL COLORADO TAXABLE ORDERS PER SHIPMENT.

\$25 MINIMUM PURCHASE PRICE REQUIRED BY DIPI PER PO. MANUFACTURER MINIMUM REQUIREMENT MAY DIFFER.

Denver Industrial Pumps, Inc. has a complete service shop for pump repair, rebuild, modifications, and custom packaged units. Our field service technicians offer on-site pump removal, installation, repair, alignment services, and maintenance contracts. If we can be of further assistance please contact us. All equipment quoted FOB factory unless otherwise stated.

FOB factory means freight from the origin will be added to invoice and purchaser takes title to equipment at shipping point. Availability subject to prior sale.

Taxes will be added to your invoice unless a current tax exempt certificate is supplied.

For all orders totaling \$50,000.00 or more progress payments may be required.

Equipment left over 90 days are subject to scrap/disposal.

If not sending a hard copy Purchase Order, we require that you sign and return a copy of this quote when placing your order. Please verify item quantities, shipping address and shipping method.

APPROVED:

Signature _____ Date _____

Purchase Order No. _____ Attached: Yes ___ No ___

Shipping/Special Instructions:

Jason Wooldridge

From: Jordan Williams <Jordan.Williams@denverpumps.com>
Sent: Thursday, September 18, 2025 8:19 AM
To: Jason Wooldridge; Brad Hawe
Cc: Garret Mick; Devin Davis
Subject: RE: !E-RE: Teco motor_72864 REV2
Attachments: Quote_72864 REV2.pdf

Guys,

See attached revised quote with the RTD's removed. Let me know if you want to get this ordered. Sorry for the delay on getting this over.

Thanks

******PLEASE BE ADVISED THAT DENVER INDUSTRIAL PUMPS WILL TRY TO HONOR THE QUOTED PRICING FOR 30 DAYS BUT, DUE TO ONGOING MARKET VOLATILITY DRIVEN BY TARIFFS PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.******

If not sending a hard copy Purchase Order, we require that you sign and return a copy of the quote when placing an order. Please verify item quantities, shipping address, shipping method and if this is taxable or non-taxable at time of order.

NOTE: Payments By Credit Card Will Be Subject To a 3% Credit Card Convenience Fee On The Total Order Amount

Jordan Williams
Denver Industrial Pumps, Inc.
15165 W 44th Avenue
Golden, CO 80403
Phone: **303-233-9255**
Cell: **303-437-5218**
Fax: **303-233-9031**

Ship To:
15097 West 44th Ave
Suite #2
Golden, CO. 80403



Web: www.denverpumps.com

From: Jason Wooldridge <jason.wooldridge@ditescoservices.com>
Sent: Tuesday, September 16, 2025 2:03 PM
To: Jordan Williams <Jordan.Williams@denverpumps.com>; Brad Hawe <bradh@nwcwd.org>
Cc: Garret Mick <garretm@nwcwd.org>; Devin Davis <Devin.Davis@denverpumps.com>
Subject: !E-RE: Teco motor_72864 REV1

Hi Jordan-

I apologize we just found the covers for the couplings at the station so don't need to quote those.

Thanks!

Jason Wooldridge, PE | Project Manager

C: (970) 488-0934 | O: (970) 632-5068 | ditescoservices.com



Fort Collins
2133 S. Timberline Rd
Suite 110, Fort Collins, CO 80525

Loveland
3875 Mountain Lion Dr
Second Floor, Loveland, CO 80537



From: Jason Wooldridge

Sent: Monday, September 15, 2025 2:15 PM

To: 'Jordan Williams' <Jordan.Williams@denverpumps.com>; Brad Hawe <bradh@nwcwd.org>

Cc: Garret Mick <garretm@nwcwd.org>; Devin Davis <Devin.Davis@denverpumps.com>

Subject: RE: Teco motor_72864 REV1

Hi Jordan,

After discussing with Brad and Garrett we decided we won't be needing the RTDs- Could we get the quote updated to remove these and add coupling guards to pumps 1, 2, and 3 (if it's easier we could keep the quote for the coupling guards separate).

Thanks

Jason Wooldridge, PE | Project Manager

C: (970) 488-0934 | O: (970) 632-5068 | ditescoservices.com



Fort Collins
2133 S. Timberline Rd
Suite 110, Fort Collins, CO 80525

Loveland
3875 Mountain Lion Dr
Second Floor, Loveland, CO 80537



From: Jordan Williams <Jordan.Williams@denverpumps.com>

Sent: Friday, September 5, 2025 4:56 PM

To: Brad Hawe <bradh@nwcwd.org>

Cc: Jason Wooldridge <jason.wooldridge@ditescoservices.com>; Garret Mick <garretm@nwcwd.org>; Devin Davis

<Devin.Davis@denverpumps.com>

Subject: RE: Teco motor_72864 REV1

Hey Brad,

Hope your Friday went well. Attached is the quote for the Pump station #1 pump #3 motor with lines added for the RTD's and the shaft grounding ring adders. When you have a moment review this info and let us know if you want to move forward with an order. If you have any questions let me know.

Thanks

******PLEASE BE ADVISED THAT DENVER INDUSTRIAL PUMPS WILL TRY TO HONOR THE QUOTED PRICING FOR 30 DAYS BUT, DUE TO ONGOING MARKET VOLATILITY DRIVEN BY TARIFFS PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.******

****If not sending a hard copy Purchase Order, we require that you sign and return a copy of the quote when placing an order. Please verify item quantities, shipping address, shipping method and if this is taxable or non-taxable at time of order.****

NOTE: Payments By Credit Card Will Be Subject To a 3% Credit Card Convenience Fee On The Total Order Amount

Jordan Williams
Denver Industrial Pumps, Inc.
15165 W 44th Avenue
Golden, CO 80403
Phone: 303-233-9255
Cell: 303-437-5218
Fax: 303-233-9031

Ship To:
15097 West 44th Ave
Suite #2
Golden, CO. 80403



Web: www.denverpumps.com

From: Jordan Williams

Sent: Thursday, August 14, 2025 3:55 PM

To: Brad Hawe <bradh@nwcwd.org>

Cc: Jason Wooldridge <jason.wooldridge@ditescoservices.com>; Garret Mick <garretm@nwcwd.org>; Devin Davis <Devin.Davis@denverpumps.com>

Subject: Teco motor_72864

Brad,

Attached is a quote for the new motor for Pump station #1 Pump #3. This motor is VFD rated and should be for the most part a drop in replacement. I measured the critical dimensions for the motor we have here and the motor quoted is about 2" longer on the fan end. I was unable to get a great dimension for the conduit box opening, but it looks to be the same. Worst case it might need a slight modification to the conduit going into the motor. When you have a

moment review the attached info and let us know if you want to move forward with the order. If you have any questions on this info let us know.

Thanks

******PLEASE BE ADVISED THAT DENVER INDUSTRIAL PUMPS WILL TRY TO HONOR THE QUOTED PRICING FOR 30 DAYS BUT, DUE TO ONGOING MARKET VOLATILITY DRIVEN BY TARIFFS PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.******

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Jordan Williams
Denver Industrial Pumps, Inc.
15165 W 44th Avenue
Golden, CO 80403
Phone: 303-233-9255
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Fax: 303-233-9031

Ship To:
15097 West 44th Ave
Suite #2
Golden, CO. 80403



Web: www.denverpumps.com

Disclaimer

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.



December 2, 2025

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

RE: CR 84 Small Diameter Water Line Boring Project
Recommendation of Bid Award

Dear Mr. Reckentine:

The North Weld County Water District held the CR 84 Small Diameter Water Line Boring Project bid opening November 21, 2025. In total, two bid packages were received. Table 1 presents the Bidding Requirements Checklist summarizing bids received. Trihydro Corporation (Trihydro) reviewed and evaluated the bid packages and Table 2 presents the bid tabulation. No quantitative errors were found in the bid schedules submitted. A summary is presented below:

1. Global Underground Corporation (Corp.) \$1,044,675.00
2. BT Construction, Inc. \$1,120,324.00

Global Underground Corp. submitted the lowest bid in the amount of \$1,044,675.00. Based on Trihydro's review of the bid packages, Global Underground Corp. appears to be responsive to the bidding requirements. Trihydro spoke with Global Underground Corp. after the bid opening to confirm understanding of the work required. We also reached out to four references provided in the submitted Statement of qualifications and received one response noting positive feedback on previous work performed. Trihydro recommends the NWCWD award the CR 84 Small Diameter Water Line Boring Project Bid to the lowest qualified bidder, Global Underground Corp., in the amount of \$1,044,675.00, subject to Board approval and based on adequate funding availability.

If you have questions or concerns regarding the current project status or the recommendations contained herein, please feel free to contact me at (307) 745-7474 or tdutton@trihydro.com.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "Tyson Dutton", with a long horizontal flourish extending to the right.

Tyson Dutton, P.E.
Project Manager

0075Q-003-0010

Attachments

TABLE 1. BIDDING REQUIREMENTS CHECKLIST
NORTH WELD COUNTY WATER DISTRICT - CR 84 SMALL DIAMETER WATER LINE BORING PROJECT
BID OPENING: NOVEMBER 21, 2025

Bidding Submittal Requirements	BT Construction, Inc.	Global Underground Corp.
Bidder's equipment and personnel hourly rates schedule		x
Subcontractors and Materials Suppliers List (signed)	x	x
10% Bid Security (signed)	x	x
Acknowledged Receipt of Addendum No. 1	x	x
Acknowledged Receipt of Addendum No. 2	x	x
Bid Form (signed)	x	x
Statement of Qualifications	x	x
Base Bid Total	\$ 1,120,324.00	\$ 1,044,675.00

TABLE 2. BID TABULATION
NORTH WELD COUNTY WATER DISTRICT - CR 84 SMALL DIAMETER WATER LINE BORING
BID OPENING: NOVEMBER 21, 2025

CR 84 SMALL DIAMETER WATER LINE BORING BASE BID				ENGINEER'S ESTIMATE		GLOBAL UNDERGROUND CORP.		BT CONSTRUCTION, INC. ⁽¹⁾	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION, BONDS, AND INSURANCE	1	LS	\$ 59,000.00	\$ 59,000.00	\$ 131,000.00	\$ 131,000.00	\$ 228,000.00	\$ 228,000.00
2	SITE DRAINAGE AND TEMPORARY EROSION CONTROL	1	LS	\$ 17,700.00	\$ 17,700.00	\$ 16,400.00	\$ 16,400.00	\$ 29,000.00	\$ 29,000.00
3	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 23,500.00	\$ 23,500.00	\$ 65,000.00	\$ 65,000.00
4	TOPSOIL STRIPPING, MANAGEMENT, AND PLACEMENT	1.4	AC	\$ 7,000.00	\$ 9,800.00	\$ 2,800.00	\$ 3,920.00	\$ 17,000.00	\$ 23,800.00
5	INSTALL MANHOLE (5' Ø)	2	EA	\$ 14,000.00	\$ 28,000.00	\$ 26,000.00	\$ 52,000.00	\$ 13,000.00	\$ 26,000.00
6	CASING PIPE - STEEL (14"Ø x 0.375")	310	LF	\$ 1,500.00	\$ 465,000.00	\$ 1,628.00	\$ 504,680.00	\$ 1,580.00	\$ 489,800.00
7	WATER LINE FITTING (8"Ø 45° BEND)	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 4,800.00	\$ 19,200.00	\$ 1,100.00	\$ 4,400.00
8	PVC WATER LINE - C900 DR14 (8") WITH RESTRAINED JOINTS	369	LF	\$ 120.00	\$ 44,280.00	\$ 375.00	\$ 138,375.00	\$ 196.00	\$ 72,324.00
9	GATE VALVE (8"Ø, MJ x MJ)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 30,000.00	\$ 11,000.00	\$ 22,000.00
10	BLOWOFF ASSEMBLY (4"Ø)	2	EA	\$ 13,500.00	\$ 27,000.00	\$ 20,000.00	\$ 40,000.00	\$ 30,000.00	\$ 60,000.00
11	SITE CLEANUP AND REVEGETATION	1.4	AC	\$ 6,000.00	\$ 8,400.00	\$ 4,000.00	\$ 5,600.00	\$ 25,000.00	\$ 35,000.00
12	DEWATERING	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 80,000.00	\$ 80,000.00	\$ 65,000.00	\$ 65,000.00
TOTAL BASE BID				\$	710,180.00	\$	1,044,675.00	\$	1,120,324.00

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of December, 2025, by and between Kaycee Lytle and Megan Lytle whose address is 36250 CR 49, Eaton, CO 80615 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “**District**”).

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

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

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

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

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

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any

other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes and so long as the same does not interfere with or endanger the Improvements, the District agrees that, during the period of

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

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

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);

- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

8. Maintenance of Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the

risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the

Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

THE DISTRICT:

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

ATTEST:

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, 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

EXHIBIT A

Legal Description of Grantor's Property

LOT B, FAMILY FARM DIVISION FFD24-0054, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTYH OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT POINT FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31 BEARS NORTH 89°59'15" EAST A DISTANCE OF 7.50 FEET, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO BEAR SOUTH 89°59'15" WEST WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 89°59'15" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,733.31 FEET;
THENCE NORTH 01°06'33" EAST A DISTANCE OF 621.65 FEET;
THENCE NORTH 89°59'56" WEST A DISTANCE OF 640.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31;
THENCE NORTH 01°06'32" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 472.06 FEET;
THENCE SOUTH 89°37'38" EAST A DISTANCE OF 704.04 FEET;
THENCE NORTH 01°06'32" EAST A DISTANCE OF 290.21 FEET;
THENCE SOUTH 89°37'38" EAST A DISTANCE OF 251.29 FEET;
THENCE SOUTH 85°44'52" EAST A DISTANCE OF 248.60 FEET TO A POINT ON THE CENTERLINE OF AN IRRIGATION DITCH;
THENCE ALONG THE CENTERLINE OF SAID IRRIGATION DITCH, THE FOLLOWING 3 COURSES:
1. THENCE SOUTH 55°46'10" EAST A DISTANCE OF 408.28 FEET;
2. THENCE SOUTH 44°28'25" EAST A DISTANCE OF 743.00 FEET;
3. THENCE SOUTH 35°10'42" EAST A DISTANCE OF 458.94 FEET;
THENCE SOUTH 02°14'42" WEST A DISTANCE OF 223.65 FEET TO THE POINT OF BEGINNING.
THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 47.84 ACRES, MORE OR LESS, AND IS SUBJECT TO

EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT B, FAMILY FARM DIVISION NO. FFD24-0054 (FFD24-0054), AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO BEAR NORTH 88°35'56" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 88°35'56" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 640.41 FEET TO THE SOUTHWEST CORNER OF LOT B, FFD24-0054;

THENCE NORTH 00°16'46" WEST, ALONG THE WEST LINE OF SAID LOT B, FFD24-0054, A DISTANCE OF 60.02 FEET TO A POINT ON THE NORTH LINE OF THAT EASEMENT DESCRIBED AT RECEPTION NO. 4205941, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°16'46" WEST, ALONG THE WEST LINE OF SAID LOT B, FFD24-0054, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°35'56" EAST, AND BEING PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 30.00 FEET;

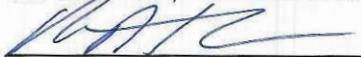
THENCE SOUTH 00°16'46" EAST, AND BEING PARALLEL TO THE WEST LINE OF SAID LOT B, FFD24-0054, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID EASEMENT DESCRIBED AT RECEPTION NO. 4205941, WELD COUNTY RECORDS;

THENCE SOUTH 88°35'56" WEST, AND BEING PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, AND ALONG THE NORTH LINE OF SAID EASEMENT DESCRIBED AT RECEPTION NO. 4205941, WELD COUNTY RECORDS, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 900 SQUARE FEET (0.02 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, ROBERT THOMAS, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


ROBERT D. THOMAS
PLS 38353
FOR AND ON BEHALF OF
THOMAS LAND SURVEYING, LLC

11/24/2025
DATE

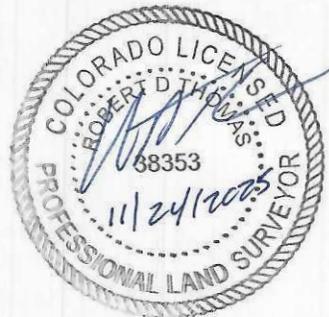
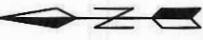


EXHIBIT B



LINE TABLE

LINE	BEARING	LENGTH
L1	N 00°16'46" W	30.00'
L2	N 88°35'56" E	30.00'
L3	S 00°16'46" E	30.00'
L4	S 88°35'56" E	30.00'



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. IT'S SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

SURVEYOR'S CERTIFICATE

I, ROBERT THOMAS, A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Robert D. Thomas
 DATE 11/24/2025

ROBERT D. THOMAS
 PLS 38353
 FOR AND ON BEHALF OF
 THOMAS LAND SURVEYING, LLC



PREPARED BY: THOMAS LAND SURVEYING, LLC.
 2619 WEST 11TH STREET RD, SUITE 24
 GREELEY, COLORADO, 80634
 TELEPHONE: (970) 304-0984

PETITION FOR INCLUSION OF PROPERTY

Kaycee & Megan Lytle, 36250 CR 49, Eaton, CO 80615

TO: THE BOARD OF DIRECTORS OF THE
NORTH WELD COUNTY WATER DISTRICT,
LARIMER COUNTY, COLORADO AND
WELD COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-401, *et seq.*, C.R.S., **Kaycee & Megan Lytle**, (the “Petitioner”) hereby respectfully requests that the **NORTH WELD COUNTY WATER DISTRICT** (the “District”), by and through its Board of Directors, include the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”), into the boundaries of the District.

The Petitioner hereby represents and warrants to the District that it is the one hundred percent (100%) fee owner of the Property and that no other person, persons, entity or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner hereby assents to the inclusion of the Property into the boundaries of the District and to the entry of an Order by the District Court in and for Weld County, including the Property into the boundaries of the District.

The Petitioner hereby acknowledges that, without the consent of the Board of Directors of the District, it cannot withdraw its Petition once the notice of the public hearing on the Petition has been published.

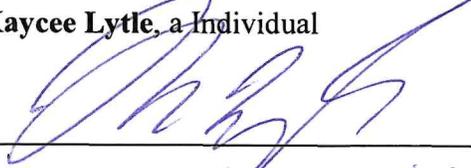
The name and address of the Petitioner is as follows:

Kaycee and Megan Lytle
36250 CR 49
Eaton, CO 80615

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

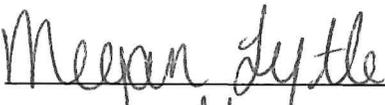
Kaycee Lytle, a Individual



Printed Name: Kaycee Lytle

PETITIONER:

Megan Lytle, a Individual



Printed Name: Megan Lytle

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The above and foregoing instrument was acknowledged before me this 26 day of NOVEMBER 2025 by Kaycee Lytle and Megan Lytle, as Individuals.

WITNESS my hand and official seal.

DIANA MARIE LIGES
(SEAL) NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184013649
MY COMMISSION EXPIRES MARCH 26, 2026
My commission expires: 3-26-2026

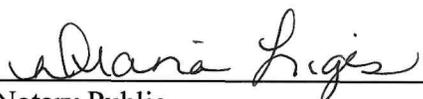

Notary Public

EXHIBIT A
(The Property)

LOT A, FAMILY FARM DIVISION FFD24-0054, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 7 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF
SAID SECTION 31, BEARS NORTH 01°06'32" EAST A DISTANCE OF 1,131.59 FEET, AND
CONSIDERING THE
WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO BEAR NORTH 01°06'32" WEST WITH
ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 88°14'58" EAST A DISTANCE OF 347.05 FEET;
THENCE SOUTH 38°27'56" EAST A DISTANCE OF 152.23 FEET;
THENCE SOUTH 89°37'38" EAST A DISTANCE OF 290.00 FEET;
THENCE SOUTH 01°06'32" WEST A DISTANCE OF 290.21 FEET;
THENCE NORTH 89°37'38" WEST A DISTANCE OF 734.05 FEET TO A POINT ON THE WEST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 31;
THENCE NORTH 01°06'32" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION
31, A DISTANCE OF 417.14 FEET TO THE POINT OF BEGINNING.
THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 6.00 ACRES, MORE OR LESS, AND IS SUBJECT TO
EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PETITION FOR INCLUSION OF PROPERTY

Kaycee & Megan Lytle, 36250 CR 49, Eaton, CO 80615

TO: THE BOARD OF DIRECTORS OF THE
NORTH WELD COUNTY WATER DISTRICT,
LARIMER COUNTY, COLORADO AND
WELD COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-401, *et seq.*, C.R.S., **Kaycee & Megan Lytle**, (the “Petitioner”) hereby respectfully requests that the **NORTH WELD COUNTY WATER DISTRICT** (the “District”), by and through its Board of Directors, include the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”), into the boundaries of the District.

The Petitioner hereby represents and warrants to the District that it is the one hundred percent (100%) fee owner of the Property and that no other person, persons, entity or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner hereby assents to the inclusion of the Property into the boundaries of the District and to the entry of an Order by the District Court in and for Weld County, including the Property into the boundaries of the District.

The Petitioner hereby acknowledges that, without the consent of the Board of Directors of the District, it cannot withdraw its Petition once the notice of the public hearing on the Petition has been published.

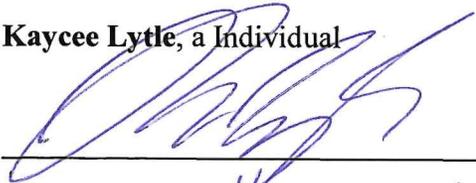
The name and address of the Petitioner is as follows:

Kaycee and Megan Lytle
36250 CR 49
Eaton, CO 80615

Remainder of page intentionally left blank. Signature page follows.

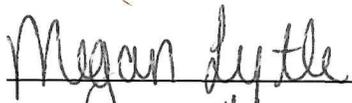
PETITIONER:

Kaycee Lytle, a Individual


Printed Name: Kaycee Lytle

PETITIONER:

Megan Lytle, a Individual

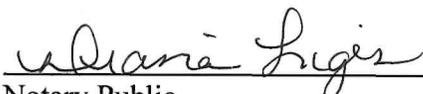

Printed Name: Megan Lytle.

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The above and foregoing instrument was acknowledged before me this 26 day of NOVEMBER 2025 by Kaycee Lytle and Megan Lytle, as Individuals.

WITNESS my hand and official seal.

DIANA MARIE LIGES
(SEAL) NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184013649
MY COMMISSION EXPIRES MARCH 26, 2026


Notary Public

My commission expires: 3-26-2026

EXHIBIT A
(The Property)

LOT B, FAMILY FARM DIVISION FFD24-0054, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTYH OF WELD, STATE OF COLORADO,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT POINT FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31 BEARS NORTH 89°59'15" EAST A DISTANCE OF 7.50 FEET, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 TO BEAR SOUTH 89°59'15" WEST WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 89°59'15" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,733.31 FEET;
THENCE NORTH 01°06'33" EAST A DISTANCE OF 621.65 FEET;
THENCE NORTH 89°59'56" WEST A DISTANCE OF 640.41 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31;
THENCE NORTH 01°06'32" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 472.06 FEET;
THENCE SOUTH 89°37'38" EAST A DISTANCE OF 704..04 FEET;
THENCE NORTH 01°06'32" EAST A DISTANCE OF 290.21 FEET;
THENCE SOUTH 89°37'38" EAST A DISTANCE OF 251.29 FEET;
THENCE SOUTH 85°44'52" EAST A DISTANCE OF 248.60 FEET TO A POINT ON THE CENTERLINE OF AN IRRIGATION DITCH;
THENCE ALONG THE CENTERLINE OF SAID IRRIGATION DITCH, THE FOLLOWING 3 COURSES:
1. THENCE SOUTH 55°46'10" EAST A DISTANCE OF 408.28 FEET;
2. THENCE SOUTH 44°28'25" EAST A DISTANCE OF 743.00 FEET;
3. THENCE SOUTH 35°10'42" EAST A DISTANCE OF 458.94 FEET;
THENCE SOUTH 02°14'42" WEST A DISTANCE OF 223.65 FEET TO THE POINT OF BEGINNING.
THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 47.84 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



November 26, 2026

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

RE: GIS Asset Management 2026 Phase IV Maintenance Proposal

Dear Mr. Reckentine:

This letter presents Trihydro Corporation's (Trihydro) proposed 2026 Phase IV Maintenance scope of work, schedule, and fee estimate to continue providing North Weld County Water District's (NWCWD) Geographic Information System (GIS) technical support. The 2026 proposed scope of work will continue maintenance and support from the ArcGIS Enterprise upgrade. Proposed tasks also include supporting requests from NWCWD staff and assisting with data requests from other organizations. The ArcGIS Utility Network will also be implemented in this phase. Trihydro has discussed options with NWCWD during the weekly project status meetings and believes this proposal offers the best value. We propose beginning 2026 Phase IV Maintenance January 5, 2026.

The 2026 Phase IV Maintenance proposal is detailed below for your consideration.

2026 PHASE IV MAINTENANCE

The following sections outline key tasks designed to advance NWCWD's GIS program. Each task addresses specific project needs, ranging from project management and data maintenance to technical support and system enhancements. Together, these tasks provide the framework for 2026 GIS support.

Task 4A – Project Management

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

Deliverables

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



Mr. Eric Reckentine
November 26, 2025
Page 2

Task 4B – Data Maintenance & Support

The data maintenance and support task will focus on improving data quality, responding to NWCWD GIS requests, and responding to GIS data requests NWCWD may receive from other agencies and contractors. Improving data quality will focus on attributes and geometry. For attributes, this means identifying missing or incorrect attributes and populating or correcting them to the extent possible. For geometry, this means that water system features that are physically connected should also be connected in GIS. An example is a water line ‘Tee’ where the GIS linework does not precisely intersect. Examples of NWCWD GIS requests include Enterprise Geodatabase data revisions, PDF map preparations, and other standard GIS requests. Data requests from other agencies will be provided in standard Esri formats.

In addition to these core data maintenance activities, enhancing the GIS platform by integrating supporting documentation further strengthens the overall value and system usability. Attaching additional documentation such as meter set sheets, legal easement descriptions, and as-built drawings to their respective GIS layers offers several key benefits. First, it enhances data integrity and accessibility by consolidating relevant information within the GIS platform, allowing users to quickly reference critical supporting documents without searching through separate files or systems. This streamlined access improves operational efficiency and facilitates more informed decision-making. Additionally, linking documentation directly to spatial features helps maintain regulatory compliance. Trihydro proposes to continue adding documentation to the meters and easements data as needed. We understand there may be a substantial number of as-built drawings. We will test adding a sub-set of these drawings to determine time requirements before proceeding to add the remaining drawings.

Deliverables

- Enterprise Geodatabase updates.
- Response to NWCWD GIS requests.
- Data packages compiled as requested by other agencies and contractors in a standard Esri format.
- Meter set sheets, easements, and plan set as-builts attached to their respective layers.

Task 4C – ArcGIS Enterprise Maintenance & Support

Trihydro recommends maintaining NWCWD’s ArcGIS Enterprise installation. We propose that NWCWD continue granting Trihydro administrative level access via remote desktop to the GIS servers and administrative logins to ArcGIS Enterprise to facilitate maintenance and support. We will use these credentials to maintain the GIS software, including the Geodatabase. When the next ArcGIS Enterprise long-term release (version 12.1) comes out next summer, we will coordinate an upgrade with NWCWD staff. We will also use the credentials to publish and maintain the data, maps, and applications (apps) on ArcGIS Enterprise. These data, maps, and apps will then be modified as requested. Updates to the ArcGIS Enterprise web maps and apps may include adding or removing layers, layer configuration, and



Mr. Eric Reckentine
November 26, 2025
Page 3

adding or removing built-in tools from the web app. If a new web app is needed, we will offer options and potential budget effects to help decide if this should be pursued.

This task also includes field data collection support for ArcGIS Field Maps. Field data collection needs can vary, and this task allows flexibility. In particular, revising field forms, field order, and layer order can improve usability. Adding or removing layers as needed by NWCWD staff is also included. If troubleshooting is needed, Trihydro will provide the first tier of support and assist if Esri Technical Support is needed.

We also propose NWCWD continue granting Trihydro administrative access to its ArcGIS Online organization. NWCWD uses ArcGIS Enterprise as its internal production system and has established a connection to ArcGIS Online to facilitate data sharing. ArcGIS Online is also used to license ArcGIS Pro.

Deliverables

- ArcGIS Enterprise and ArcGIS Online administration.
- ArcGIS Enterprise upgrade.
- Response to NWCWD Enterprise/Online GIS requests.
- Field map updates.
- Technical support and troubleshooting.

Task 4D – ArcGIS Utility Network Implementation & Training

Trihydro recommends implementing ArcGIS Utility Network. This advanced network information data model is the next logical step in expanding NWCWD's GIS capabilities. The ArcGIS Utility Network offers several key benefits. It enables rapid identification of affected customers during events such as waterline leaks, streamlining incident response and customer communication. The advanced information model includes quality assurance rules, enhancing data integrity and simplifying field data collection. These improvements expand GIS capabilities, allowing for more efficient asset management and decision-making. Additionally, ArcGIS Utility Network is included as part of existing licensing costs, making it a cost-effective solution for enhancing operations.

Trihydro recommends training tailored for both field and office staff. We propose customized sessions specifically addressing field and office staff's unique workflows. Field personnel will be trained on mobile workflows, data collection procedures, and network traces, while office staff will receive instruction on utility network usage, data management, and advanced analysis. Training sessions can be delivered onsite or virtually and will include guided exercises using NWCWD's data and scenarios to reinforce learning. This dual approach helps staff gain the skills necessary to efficiently operate and



Mr. Eric Reckentine
November 26, 2025
Page 4

maintain the network, maximizing system benefits and supporting organizational goals. Standard Operating Procedure (SOP) documents will be provided as post-training references and to guide new hires. Each SOP will use a standardized memo format that includes purpose, responsibilities, required equipment, and step-by-step instructions to promote consistency and repeatability.

Deliverables

- ArcGIS Utility Network implementation on test and production environments.
- Field and office staff training.
- Standard Operating Procedures documents.
- Data improvement to better align with the utility network data model.

This proposal represents the best value; however, it is not the only option. We are happy to discuss other options, if desired.

2026 PHASE IV FEE ESTIMATE

Based on our project understanding and the scope of work discussed above, the 2026 Phase IV fee estimate is \$146,206.00. Tables 1-1 and 1-2 summarize the estimated costs and assumptions for each task. Our fee is based on the tasks outlined above, hourly rates, and expenses and incorporates Trihydro's 2026 Regional Standard Schedule of Charges (attached). We welcome an opportunity to meet and discuss/negotiate the proposed scope and fee estimate if this does not meet your expectations.

Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without your written authorization.

SCHEDULE

Trihydro is available to commence 2026 Phase IV work on January 5, 2026, and upon receipt of a signed contract amendment. 2026 Phase IV will conclude Dec. 31, 2026, and can be negotiated on a yearly basis thereafter.

Phase IV Schedule Details:

- Confirm receipt of staff support requests within 24 hours on business days and determine feasible deadlines with the requestor.
- Provide external agency/organization data deliverables within 48 hours when feasible.



Mr. Eric Reckentine
November 26, 2025
Page 5

Trihydro proposes to perform the work in accordance with the Master Service Agreement between Trihydro Corporation and North Weld County Water District dated November 14, 2022. If the scope, schedule, and fee are acceptable, please sign and acknowledge below and email the signed copy to Brian Robeson (brobeson@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____
North Weld County Water District

Authorized Date: _____

We appreciate the opportunity to present this 2026 Phase IV proposal to NWCWD and we look forward to continuing our working relationship. If you have questions or require additional information, please do not hesitate to contact us at (307) 745-7474.

Sincerely,
Trihydro Corporation

A handwritten signature in black ink, appearing to read 'B. Robeson'.

Brian Robeson
Project Manager

A handwritten signature in black ink, appearing to read 'R. Jacobson'.

Richard Jacobson
Project Director

00999-75Q-0010

Attachments

TABLES

TABLE 1-1. COST ESTIMATE

		Trihydro Corporation				
		Professional Level 6	Professional Level 3	Technical Level 2	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	BR \$168.00	AL \$132.00	MR \$89.00	LL \$96.00	
Phase IV	Phase I Title					
Task 4A	Project Management	30			6	\$5,616
Task 4B	Data Maintenance & Support	132	228	6		\$52,806
Task 4C	ArcGIS Maintenance & Support	50	20			\$11,040
Task 4D	ArcGIS Utility Network Implementation & Training	164	120			\$43,392
	Phase IV Subtotal (hours)	376	368	6	6	756
	Phase IV Subtotal (\$)	\$63,168	\$48,576	\$534	\$576	\$112,854
	Total (hours)	376	368	6	6	756
	Total (\$)	\$63,168	\$48,576	\$534	\$576	\$112,854

Expenses Direct Reimbursables						Task Total
	Purchased Equipment	Shipping (i.e. Documents, Equipment, Supplies)	Training	Rental Vehicle	Expenses Subtotal	
	Cost + 10%	Cost	Cost + 10%	Cost		
		\$100			\$100	\$5,716
					\$0	\$52,806
	\$26,000				\$26,000	\$37,040
			\$4,047	\$200	\$4,247	\$47,639
Cost	\$26,000	\$100	\$4,047	\$200	\$30,347	--
Subtotal	\$28,600	\$100	\$4,452	\$200	\$33,352	\$146,206
Cost	\$26,000	\$100	\$4,047	\$200	\$30,347	--
Total	\$28,600	\$100	\$4,452	\$200	\$33,352	\$146,206

**TABLE 1-2. 2026 PHASE IV FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE IV
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

Abbreviations

- CL – Clerical
 - PD – Project Director
 - PM – Project Manager
 - CT – CAD Technician
 - GA – GIS Analyst
-

Task 4A: Project Management

Activities

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

Assumptions

- Work to commence January 5, 2026 and run through Dec. 31, 2026.
 - 0.5 hour per month for letter and document formatting; CL.
 - 2.5 hours per month for monthly meeting agendas, minutes, and progress reports; PM.
 - \$100 will cover shipping costs for any required hard copy figures.
-

Task 4B: Data Maintenance & Support

Activities

- Data maintenance and quality control.
- Revise data based on NWCWD staff requests.
- Provide GIS support for routine requests for data from other agencies and contractors.
- Meter set sheets, easement descriptions, and plan set as-builts attached to their respective layers.

Assumptions

- Work to commence January 5, 2026 and continue through Dec. 31, 2026.
- Additional field data will be written to the Enterprise Geodatabase by NWCWD as it is collected.

**TABLE 1-2. 2026 PHASE IV FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE IV
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- Data will be collected using the current GPS equipment and ArcGIS Field Maps.
 - New data will be available to NWCWD as soon as it is in the Enterprise Geodatabase.
 - 22 hours per month for data maintenance and routine GIS support, split between the PM and the GA. PM, GA.
 - 0.5 hours per month for CAD support; CT.
 - 8 hours per month for adding meter set sheets, easement descriptions, and as-builts to their respective layers; GA.
-

Task 4C: ArcGIS Enterprise Maintenance & Support

Activities

- Administer NWCWD ArcGIS Enterprise and Online content, users, and groups.
- Maintain web maps and applications on NWCWD ArcGIS Enterprise and Online websites.
- Renew annual GPS software subscription (Trimble Catalyst).
- Work with NWCWD staff to facilitate GPS equipment accessories purchase, if needed.
- Field data collection support.
- Upgrade ArcGIS Enterprise to 12.1.
- Troubleshooting.

Assumptions

- Trihydro GIS staff will maintain current administrative level access to NWCWD GIS systems. This includes server access via remote desktop and administrative login credentials to Enterprise and Online.
- One test deployment of ArcGIS Enterprise and one production deployment of ArcGIS Enterprise will be maintained.
- ArcGIS Enterprise will be maintained at the current version, 11.5.
- ArcGIS Enterprise upgrade to 12.1 will be coordinated with NWCWD and will depend on release date and suitable upgrade window availability.
- Web maps and apps will not require programming/coding expertise.
- Equipment purchased in 2023 continues to meet data collection needs. Only accessories might need purchased.
- Any equipment repairs are covered under the Trimble warranty.
- Subscription costs, hardware maintenance costs, and software maintenance costs from Frontier Precision are included.

**TABLE 1-2. 2026 PHASE IV FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE IV
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- Trimble Catalyst subscription.
 - \$26,000 will cover subscription costs, hardware maintenance costs, software maintenance costs, and any GPS equipment accessories.
 - Equipment costs exceeding the approved budget will need to be approved by NWCWD before purchasing.
 - 1 hour per month for administration; PM, GA.
 - 1 hour per month for web map/app maintenance; PM, GA.
 - 0.5 hour per month for field data collection support; PM, GA.
 - 28 hours for ArcGIS Enterprise upgrade to 12.1. This includes planning and upgrading the test and production environments; PM.
 - 1 hour per month for ArcGIS Online and Enterprise troubleshooting; PM, GA.
-

Task 4D: ArcGIS Utility Network Implementation & Training

Activities

- Set up ArcGIS Utility Network in test environment.
- Test Utility Network functionality with NWCWD staff.
- Coordinate Utility Network training options.
- Standard Operating Procedure (SOP) development.
- Production rollout.
- Data improvement.

Assumptions

- The ArcGIS Utility Network will be deployed in a test environment separate from the production system.
- Data edits in the test environment are for testing only.
- Shared OneNote notes will be used to document testing.
- Training will include a combination of Esri and Trihydro training.
- NWCWD receives a 5% discount on Esri instructor-led training as part of their Esri Enterprise Agreement.
 - [Configuring Utility Networks in ArcGIS | Esri Training Instructor-Led Course](#)
 - NWCWD cost is $\$2,130 - (\$2,130 * 0.05) = \$2,023.50$
 - Assume Jared will attend
 - NWCWD purchases Esri training directly for Jared
- Trihydro will purchase one two-day Esri instructor-led training under our Esri Agreement and invoice NWCWD.

**TABLE 1-2. 2026 PHASE IV FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE IV
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- [Configuring Utility Networks in ArcGIS | Esri Training Instructor-Led Course](#)
- Trihydro cost is \$2,130 – ($\$2,130 * 0.05$) = \$2,023.50 per person
- Assume two attendees; PM, GA
- Two SOPs will be developed. One for office procedures and one for field procedures; PM.
- Production rollout timing depends on testing results and suitable rollout window availability.
- Rollout will require 8 hours production system downtime.
- The ArcGIS Utility Network can utilize NWCWD's data in its current state.
- Utility Network functionality is based on data connectivity and completeness. Better connectivity and completeness lead to improved functionality. Data connectivity refers to waterline connections using fittings, valves, etc.
- Data will be improved over time.
- 14 hours per week for 3 weeks for initial ArcGIS Utility Network set up; PM.
- 10 hours per week for 6 weeks for testing; PM, GA.
- 16 hours for Esri training class; PM.
- 20 hours for Trihydro training development; PM.
- 10 hours for training at NWCWD office; PM.
- \$200 will cover rental car and fuel expenses for any required travel; PM.
- 20 hours for SOP development; PM.
- 16 hours for production rollout; PM.
- 5 hours per week for 20 weeks for data improvement; GA.

ATTACHMENT A

TRIHYDRO'S 2026 REGIONAL SCHEDULE OF CHARGES

TRIHYDRO REGIONAL STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2026 - DECEMBER 31, 2026 ^{1, 2, 3}

<u>PERSONNEL</u>	<u>UNIT RATE</u> ^{4, 5}
Senior Principal -----	282.00/hour
Principal-----	270.00/hour
Project Principal-----	258.00/hour
Technical Specialist 4 -----	300.00/hour
Technical Specialist 3 -----	285.00/hour
Technical Specialist 2 -----	270.00/hour
Technical Specialist 1 -----	255.00/hour
Professional Level 12 -----	250.00/hour
Professional Level 11 -----	236.00/hour
Professional Level 10 -----	222.00/hour
Professional Level 9 -----	208.00/hour
Professional Level 8 -----	194.00/hour
Professional Level 7 -----	181.00/hour
Professional Level 6 -----	168.00/hour
Professional Level 5 -----	155.00/hour
Professional Level 4 -----	142.00/hour
Professional Level 3 -----	132.00/hour
Professional Level 2 -----	122.00/hour
Professional Level 1 -----	112.00/hour
Technician Level 8 -----	152.00/hour
Technician Level 7 -----	142.00/hour
Technician Level 6 -----	132.00/hour
Technician Level 5 -----	122.00/hour
Technician Level 4 -----	111.00/hour
Technician Level 3 -----	100.00/hour
Technician Level 2 -----	89.00/hour
Technician Level 1 -----	78.00/hour
Administrative 4 -----	110.00/hour
Administrative 3 -----	96.00/hour
Administrative 2 -----	82.00/hour
Administrative 1 -----	68.00/hour
 <u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services) -----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost
 <u>TRAVEL EXPENSES</u>	
Meal Per Diem ^{6, 7} -----	\$68/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle-----	Cost
 <u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc. -----	See Project-Specific Cost Estimate
Consumable Field Supplies and PPE-----	See Project-Specific Cost Estimate
Company Vehicles (daily) ⁸ -----	\$110/day min or 70 cents/mile
Company Vehicles (monthly) -----	Cost + fuel cost

1. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
2. Payment of invoices shall be due within 30 days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
3. The rates in this Schedule of Charges are subject to change on December 31, 2026.
4. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
5. Expert testimony services, including but not limited to preparing for and time spent in depositions, arbitration or trial testimony, shall be charged at 3.0 times the individual's billing level. Other expert technical consulting services, including but not limited to research, review, evaluation, and preparation of expert technical opinions and deliverables, shall be charged at 2.0 times the individual's billing level.
6. Any international travel meal per diem will be at cost.
7. Per diem is subject to the CONUS GSA standard rate. Per diem as such will be subject to change throughout the year based on GSA guidance.
8. Minimum charge of \$110/day. Daily mileage exceeding 158 miles is charged at the IRS rate per mile and will be subject to change throughout the year based on IRS guidance.



CHANGE ORDER NO. 6

PROJECT TITLE:	NEWT Pipeline - Phase 3
CONTRACTOR:	Garney Companies, Inc.
PROJECT NUMBER:	N/A
PURCHASE ORDER NO.:	N/A
DESCRIPTION:	(See below)

1. Reason for change:

This is a change order to the NEWT3 Pipeline Project Garney Contract in relation to the No. 8 Ditch corrugated metal pipe (CMP) re-work. This change order is for the CMP material acquisition for this work.

2. Description of Change:

During the Summer of 2025, sink holes were discovered adjacent to the No. 8 CMP which was installed for the NEWT3 Pipeline Project in the Spring of 2024. This change order is for the acquisition of the replacement CMP for the No. 8 Ditch re-work in the amount of \$61,415.00 to the Garney Contract for the NEWT3 Project.

3. Change in Contract Cost: \$61,415.00

4. Change in Contract Time: See Exhibit A

ORIGINAL CONTRACT COST	\$ 887,407.18
TOTAL APPROVED CHANGE ORDERS	\$ 25,440,962.68
TOTAL PENDING CHANGE ORDERS	\$ -
TOTAL THIS CHANGE ORDER	\$ 61,415.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	6.92%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	2874%
ADJUSTED CONTRACT COST	\$ 26,389,784.86

(Assuming all change orders approved)

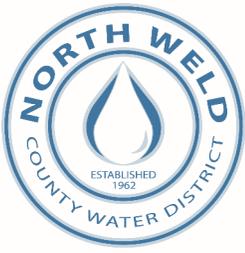
ACCEPTED BY: _____ DATE: _____
 Garney Companies, Inc.

RECOMMENDED BY: *Josiah Barber* DATE: 12/2/2025
 Ditesco

APPROVED BY: _____ DATE: _____
 East Larimer County Water District

APPROVED BY: _____ DATE: _____
 North Weld County Water District

cc: Owner Project File
 Ditesco Contractor



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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December 2, 2025

Brandon L. Coalson Revocable Trust & Juliana L. Coalson Revocable Trust, Developer
35735 CR 59
Gill, CO 80624

Subject: Water Service Request, Coalson Property, Family Farm Division - Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Brandon L. Coalson Revocable Trust & Juliana L. Coalson Revocable Trust shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy"). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

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10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

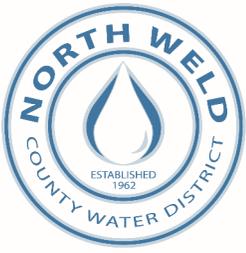
Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to 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 Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph 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 Developer will pay all reasonable expenses of such counsel.

Brandon L. Coalson Revocable Trust

_____ Date

By: _____

Name: _____

Its: _____

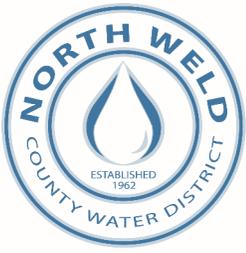
Juliana L. Coalson Revocable Trust

_____ Date

By: _____

Name: _____

Its: _____



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

EXHIBIT A

Lot B of Corr Recorded Exemption No. 0801-02-1RE-2886, according to plat recorded February 10, 2003 as Reception No. 3031368, being the S1/2 NE1/4 of Section 2, Township 6 North, Range 64 West of the 6th P.M., Weld County Colorado.

(Street Address: 35675~ CR 59, Gill, CO)

Weld County Parcel Number: 080102000040

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

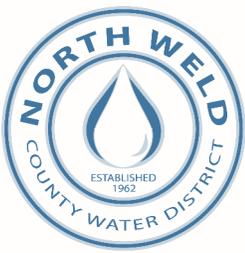
II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.



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EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)					
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use					
50% Residence Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

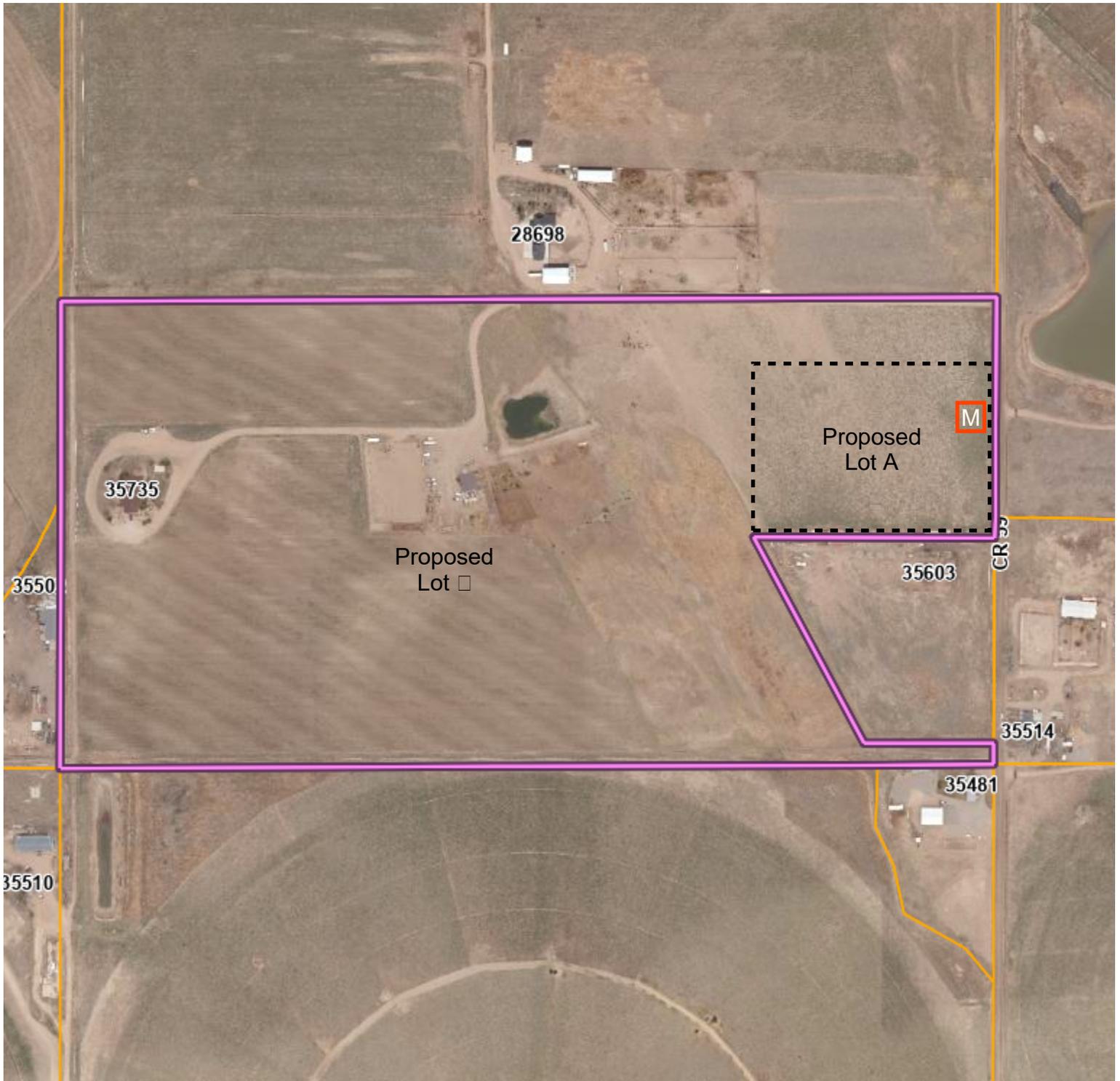
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$22,100
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (26 miles)	\$13,000		
TOTAL Up-Front COSTS PER TAP		\$130,500 Full Standard Tap	
<p>See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		70 psi to 85 psi	
Maximum Pressure		115 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$29.94 Minimum
6,000 gallons and up	\$4.99 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
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North Weld County Water District water service is available, according to the terms of this letter, to:
Proposed Lot A, also known as 35675~ CR 59.

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

TEMPORARY CONSTRUCTION EASEMENT

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 quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, the “Districts”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Districts to the Landowner, the receipt and sufficiency of which are hereby acknowledged, hereby acquire from K&M COMPANY, LLLP, a limited liability limited partnership, whose address is P.O. Box 449, Fort Collins, CO 80524 (the “Landowner”) a temporary construction easement (the “Temporary Easement”) as described and depicted in **Exhibit 1** attached hereto and incorporated herein by this reference (the “Temporary Easement Area”) under the following terms and conditions.

1. Under the Temporary Easement, the Districts and its officers, agents, employees, designees, contractors, guests, and invitees, and all those acting by or on behalf of the District, shall have the following rights:

Accessing, surveying, locating, installing, and constructing the water pipeline(s), and all appurtenances thereto within the existing Permanent Easement Area under the existing Permanent Easement (previously recorded on _____ at Reception No. _____) (the “Permanent Easement”), and for all purposes necessary and incidental thereto, including cutting and clearing trees, brush, debris, and other obstructions on the Temporary Easement Area that interfere with the operation and maintenance of the Temporary Easement and allowing the Districts’ contractors, agents, employees, and invitees to enter over, through and upon the Temporary Easement Area with personnel, machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline, subject to the following requirements:

- i. The Districts right to possess and use the Temporary Easement Area will terminate on the last day of construction activities for the portion of the project within the Temporary Easement Area but in no event later than December 1, 2026 (the “Term”); provided, however, the Districts shall have the option to extend the Term of the Temporary Easement for up to three months or any lesser amount of time they elect, upon written notice to Landowner prior to expiration of the Term. The expiration of the Term or any extended term shall have no effect on the Districts’ Permanent Easement or other right, if any; and
- ii. Prior to the termination of the Temporary Easement, the Districts, at their sole cost and expense, shall restore the surface of the Temporary Easement Areas to a condition that is as near a condition that existed prior to any disturbance by the Districts insofar as such restoration is reasonably practicable.

2. **Governing Law; Enforcement:** This Temporary Easement is subject to and is governed by the laws of the State of Colorado. Enforcement of the Temporary Easement 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.
3. **No Rights to the Public:** The Temporary Easement is not intended to, nor will it create any rights in the public to the Temporary Easement Area.
4. **LWIC Prior Easement:** The Larimer and Weld Irrigation Company (“LWIC”) may have an interest in the Temporary Easement Area by virtue of a prescriptive or statutory ditch easement for the width of the ditch and sufficient lands on each side of the ditch as are reasonably necessary to maintain, repair, operate and reasonably enjoy the use of such easement (the “LWIC Easement”). The Districts’ rights under the Temporary Easement are subject to the LWIC Easement by LWIC.
5. **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 the Temporary Easement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.
6. **Modifications:** The Temporary Easement may be modified or amended only in writing, duly executed, and acknowledged by the Districts and the Landowner.
7. **Entire Agreement:** The Temporary Easement, subject to the Districts’ 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 the Temporary Easement 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.
8. **Runs with the Land:** The Temporary Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions, and limitations of the Temporary Easement, shall run with and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the Landowner and the Districts and all persons claiming an interest in the Temporary Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and permitted assigns of the parties.
9. **Landowner warrants and represents** that it is the fee owner of the Easement Area and has the right to grant the Easement and rights contained herein. Landowner has no actual knowledge of any encumbrances, leases, mortgages, or liens, except those previously disclosed by the Districts or the Landowner.

10. Sovereign Immunity. The Districts do not waive and shall not be deemed to have waived the Districts; sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
11. The Temporary Easement incorporates all agreements between the parties as to the subject matter of the Temporary Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of the Temporary Easement.

The Temporary Easement shall be recorded, at the Districts' sole cost, in the office of the County Clerk and Recorder's Office in which the Temporary Easement is located.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
**K&M COMPANY, LLLP, A COLORADO LIMITED
LIABILITY LIMITED PARTNERSHIP**

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Thomas K. Moore as General Partner of K&M Company, LLLP, a Colorado Limited Liability Limited Partnership.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GRANTEE:

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

By _____
Scott Baker, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Scott Baker, 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 quasi-municipal corporation and political subdivision of the State of Colorado

ATTEST:

J.G. Milne, Vice President/Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT '1' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

CROSSING AGREEMENT

THIS CROSSING AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between Gale Lateral Company, (“Grantor”), and North Weld County Water District, (“Grantee”). The parties may be collectively referred to as the “Parties.”

RECITALS

- A. Grantor is the owner of that certain irrigation and ditch system known as the Gale Lateral (aka “Gale”) located in Weld County, Colorado, referred to herein as the “Ditch.”
- B. Grantor has a prescriptive easement for the Ditch, including areas adjacent to the Ditch, by virtue of historic use but may not have fee ownership of the underlying land.
- C. Grantee desires a license to cross the Ditch and to construct, install, maintain, alter, repair, replace, operate, inspect, survey, and remove, if necessary, one (1), 30-inch pipeline, along with associated appurtenances including but not limited to casing pipe, tracer wire, detectable warning tape, and mechanical restraints, for the express purpose of transporting water via open trenching through the Ditch in one (1) location as follows (“Crossing” or “Water Line”): NW ¼ Section 8, Township 6 North, Range 65 West of the 6th P.M., in Weld County, Colorado (the “Property”).
- D. The Crossing is identified and is to be constructed in accordance with the plans and specifications as shown on **Exhibit A**, attached hereto and made a part hereof by this reference. The Crossing shall be constructed such that the top of the Crossing is at least six feet (6’) below the bottom of the Ditch as specified in **Exhibit A**.
- E. Grantee understands and assumes the inherent risk of damage that may be caused to the Crossing being placed under the Ditch due to seepage, soil conditions, settling, corrosion, and/or Grantor’s operation and maintenance of the Ditch.
- F. Grantor is willing to grant Grantee a license for the Crossing pursuant to the terms and conditions set forth in this Agreement.

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

1. The above Recitals are accurate and are incorporated herein by reference.
2. It is understood that this Agreement shall grant to Grantee only such rights as specifically stated herein or as otherwise agreed upon in writing by the Parties. Specifically, this Agreement provides Grantee rights to install one Water Line to be used for transporting treated water only. The Water Line is not to be used for any other purpose or to transport any other substance, without the express written consent of Grantor, which consent shall not be

unreasonably withheld, conditioned, or delayed. Any additional pipelines proposed by the Grantee or other crossings of the Ditch will be subject to the Grantor's sole discretion and subject to a future agreement.

3. Any installation or construction of an additional Crossing or Crossings under the Ditch other than what is provided for in this Agreement is subject to Grantor's sole discretion and subject to a future agreement.
4. In addition to this Agreement, Grantee agrees to obtain from the landowners who own fee simple title to the lands upon which Grantor's property is located, an easement or other written permission to cross such lands.
5. The Agreement and the rights granted hereunder shall be perpetual unless: (a) Grantee ceases to use the Crossing for a period of ten (10) consecutive years, excepting any period of non-use caused by reason of strikes, labor troubles, governmental regulations, *force majeure*, acts of God, and other causes beyond Grantee's reasonable control and (b) Grantor provides written request to Grantee to verify such abandonment and either (i) Grantee provides written confirmation to Grantor of the abandonment or (ii) Grantee fails to respond in writing to Grantor and such failure continues for one-hundred twenty (120) days after Grantor's written request, after which time the Crossing shall be deemed abandoned and terminated and all Grantee's rights under this Agreement shall also terminate.
6. The scope of this Agreement and the extent of the rights granted in Paragraph 2 of this Agreement is hereby limited to the extent reasonably necessary to install, maintain, alter, repair, replace, operate, inspect, survey, and remove the Crossing in the location and condition approved by this Agreement. If the Crossing must be moved, altered, or enlarged at any time, or otherwise the construction of the Crossing is not as described in **Exhibit A**, notice of the same must be given to Grantor, and Grantor may require appropriate terms and conditions as are reasonable to protect the Ditch.
7. Grantee agrees that the top of the casing for the Crossing shall be installed at least six (6) feet below the bottom of the Ditch. The Ditch may be "open cut" to install the Crossing, provided that, upon completion of the construction and installation of the Crossing, Grantee uses reasonable efforts to perform the following work and to match the existing grade of the Ditch: (a) restore the banks of the Ditch to as near a condition as existed prior to the "open cut" of the Ditch and provided further, that should the Ditch banks not be so restored, Grantee assumes the liability as described in this Agreement for damage to property and inability of Grantor to deliver water through the Ditch attributed; (b) install a two (2) foot thick clay liner extending from the southern Weld County Road 72 right-of-way north of the pipeline Crossing to approximately fifty (50) feet south of the center line of the pipeline Crossing and also extending to the top of the banks on both sides of the Ditch; (c) install rip rap material on top of the clay liner; and (d) install a cutoff wall as show in the plans attached at **Exhibit A**.
8. Grantee agrees not to commence construction and installation of the Crossing before November 1, 2026. Grantee also agrees not to commence construction and installation of the

Crossing without first having coordinated a specific start date with Grantor, which request shall be directed to the Gale Lateral Company at the contact information in paragraph 19. Grantor reserves the right to have its employees and/or its engineers on the Property as it feels necessary to inspect the installation of the Crossing.

9. Upon receiving such request, Grantor will then notify Grantor's employees and/or its engineers to contact the Grantee to coordinate the work. Grantee agrees, at its option, to complete construction and installation of the Crossing during one of the following non-irrigation seasons: November 1, 2026 through April 1, 2027 or November 1, 2027 through April 1, 2028. If, during the course of construction of the Crossing, Grantee encounters unforeseen problems or issues or if Grantee changes the plans from those set forth on **Exhibit A** in any material manner, Grantee agrees to contact the Grantor to discuss any such issues, proposed revisions to **Exhibit A**, or requests to allow additional time for completion of the Crossing installation, which shall not be unreasonably withheld, conditioned, or delayed. Grantee also agrees to notify Grantor when the Crossing has been completed. Grantee's contact person for the Crossing is identified in paragraph 19.
10. Grantee also agrees not to commence any work related to maintenance, repair, replacement, inspection, and/or removal of the Crossing (except for emergencies) without first having given Grantor at least ten (10) days' notice prior to the commencement of such work, and having obtained the consent and approval from Grantor, which approval will not be unreasonably withheld, conditioned, or delayed. Approval may be withheld if the necessary drawings, specifications, and/or any other documentation requested by Grantor are either not submitted by Grantee or are deemed insufficient to evaluate the work to be undertaken. Grantor reserves the right to have its engineers review any such drawings, specifications, or other documentation. In the event the Grantor's engineer and the Grantee's engineer disagree, the Parties agree to work as cooperatively as possible toward a resolution. Once Grantee receives approval to commence the work to be undertaken, Grantor further reserves the right to have its employees and/or its engineers on the Property as it feels necessary to inspect the work. Grantee shall not commence any of the above-listed activities in this paragraph 10 (except for emergencies) on the Crossing when Grantor is running water in the Ditch, except with express written approval by Grantor.
11. Grantee agrees that in constructing, maintaining, repairing, replacing, operating, inspecting, surveying, and removing the Crossing, whether in an emergency or not, it shall do so in such a manner as not to damage the Ditch, embankments, fences, roads or other property associated with the Ditch, and so as not to compromise the flow of water or the water quality in the Ditch. If damage to the Ditch, embankments, fences, roads or other property associated with the Ditch occurs, then such damage shall be paid for or repaired at the expense of Grantee, excluding the damage to the extent caused by the intentional wrongdoing or negligence of Grantor, its employees, agents, contractors, subcontractors, licensees, or invitees. The determination of whether or not damage or compromise has occurred shall be within the reasonable discretion of Grantor. By exercising its right to have its employees and/or its engineers on the Property for the purpose of inspecting any work related to the constructing, installing, maintaining, altering, repairing, replacing, operating, inspecting, surveying, and removal of the Crossing shall in no way be construed as to alleviate Grantee of its

responsibility to perform any such work in accordance with this Agreement, nor shall it be construed to alleviate Grantee of the liabilities associated with not complying with this or any other paragraph of this Agreement. Grantee shall ensure that its activities in completing the Crossing do not increase seepage from the Ditch. Without limiting the damages or remedies available under other provisions of this Agreement to Grantor or the liability of Grantee under this Agreement, to the extent seepage occurs or flow of water in the Ditch is otherwise impaired due to Grantee's activities hereunder (excluding to the extent any seepage or impairment is due to the negligence or intentional misconduct of Grantor, its employees, agents, contractors, subcontractors, licensees, or invitees), Grantee shall make such repairs as are necessary to stop it, including, without limitation, installation of bentonite slurry lining material. Grantee agrees that it will not prevent, impede, or restrict Grantor's vehicular access to the Ditch. To the extent deliveries cannot be made to Grantor's shareholders or others with a right to receive water from Grantor, at points below the location of the Crossing due to Grantee's activities hereunder, for more than twenty-four (24) consecutive hours, Grantee acknowledges and agrees that taking remedial action and repairing the Ditch or reimbursing Grantor if Grantee should fail to do so, Grantor may incur additional damages as a result of its inability to deliver water, and Grantee shall be responsible for all such additional damages. As acknowledgment that interruption in water deliveries as described in the paragraph will result in additional costs being imposed on Grantor, Grantee hereby agrees to pay Grantor \$2,000.00 per day as partial liquidated damages, payment of which shall not relieve Grantee of any of the other provisions of this paragraph or prevent Grantor from seeking other remedies under law. In the event actual damages exceed the amount of partial liquidated damages paid to Grantor as described in the preceding sentence, payment of such partial liquidated damages shall offset the total amount of damages payable to Grantor. Grantee shall, at Grantee's sole expense and in coordination with Grantor, take action to resume flow of water in the Ditch as soon as possible.

12. Any and all excavations made by Grantee in its constructing, laying, maintaining, repairing, replacing, operating, inspecting, surveying, and removing the Crossing shall be immediately leveled off, and any damage to the Ditch, embankments, fences, roads or other property associated with the Ditch (excluding the damage to the extent caused by the negligence or intentional wrongdoing of Grantor, its employees, agents, contractors, subcontractors, licensees, or invitees) shall be promptly repaired to the reasonable satisfaction of Grantor and at the expense of Grantee.
13. Grantee agrees that it will at all times maintain the Crossing and repair all breaks, leaks, and damages therein and thereto at its own expense, except to the extent caused by the negligence or intentional misconduct of Grantor or its employees, agents, contractors, subcontractors, licensees, or invitees. Grantee further agrees that, if by reason of any break, leak or damage to the Crossing (excluding breaks, leaks or damage to the extent caused by the negligence or intentional wrongdoing of Grantor or its employees, agents, contractors, subcontractors, licensees, or invitees), damage in and to the Ditch and injury to the property of Grantor and/or property owners adjacent to the Ditch and its embankments is sustained to the extent caused by Grantee, then Grantee will, with all due diligence and at its own expense, repair and replace such property to substantially the same condition as such property was in prior to such break, leak or damage in and to the Crossing. In the event water carried by the Ditch becomes

contaminated or is physically unable to be delivered to Grantor's shareholders or others with a right to receive water from Grantor, as a result of such break, leak or damage to the Crossing, the Parties agree the partial damages provision in paragraph 11 of this Agreement shall apply by Grantee, Grantee shall, at Grantee's sole expense and in coordination with Grantor, take all actions necessary to resume flow of water of sufficient quality in the Ditch as soon as possible.

14. Grantee further agrees that, if at any time the Crossing causes any settling in the Ditch embankments, the roads thereon, or any part of the Ditch (excluding any settling to the extent caused by the negligence or intentional wrongdoing of Grantor, its employees, agents, contractors, subcontractors, licensees, or invitees), it will, at its own expense and upon notification by Grantor, immediately make all reasonable repairs required by Grantor.
15. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, Grantee further agrees to indemnify and hold harmless Grantor, its successors, assigns, employees, and agents from any and all third party claims of any damage or loss sustained by them or any of them to the extent caused by the construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal of the Crossing, excluding damage or loss to the extent caused by the negligence or intentional wrongdoing of Grantor, its employees, agents, contractors, subcontractors, licensees, or invitees. Grantee shall require its contractors to purchase and maintain, and to the extent permitted by the Colorado Special District Property and Liability Pool, Grantee shall purchase and maintain such insurance as shall protect Grantee and Grantor from claims which may in any way arise out of or be in any manner connected with Grantee's performance of this Agreement, whether such claims arise out of the act or failure to act of the Grantee or of the direct or indirect agent, delegate, appointee, or employee of Grantee. Grantee shall also require its contractors to carry insurance in amounts customarily carried by prudent contractors, and to carry workers' compensation insurance for its employees within statutory limits. All such insurance policies shall be endorsed to show that the insurers waive subrogation against Grantor, its directors, officers, and employees. Except for workers' compensation, automobile and professional liability insurance policies, all insurance policies of Grantee's contractors shall identify Grantor as an additional insured, and, to the extent permitted by the Colorado Special District Property and Liability Pool, the liability insurance policy of Grantee shall identify Grantor as an additional insured. Grantor may require Grantee to provide Certificates of Insurances acceptable to Grantor and Grantee shall provide the same to Grantor as soon as reasonably possible. The liability of Grantee is not limited to available insurance coverage.
16. If, in the future, Grantor should desire to enlarge, deepen or otherwise change or relocate the Ditch or to construct any other canal, Ditch or waterway on the Ditch or to do any other thing incident to the operation of the Ditch or any other portion of the irrigation system of Grantor, so long as no emergency exists, Grantor shall communicate the same to Grantee at least one-hundred twenty (120) days prior to carrying out the aforementioned changes. After being so notified, Grantee agrees, at Grantee's expense and with all due diligence, to change, relay and reconstruct its Crossing so as to comply with such plans and specifications as Grantor may prescribe as being reasonably necessary to permit the change and the proper maintenance and

operation of Grantor's Ditch.

To the extent caused by the negligence or willful misconduct of Grantee or any party acting on Grantee's behalf or for Grantee's benefit in the exercise of the rights granted to Grantee under this Agreement, Grantee agrees to protect Grantor and hold it harmless and release Grantor, its successors, assigns, employees, and agents from the following: (a) any and all third-party claims and damages that said Crossing and its construction, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal may directly or indirectly cause; and (b) any and all claims and damages of whatsoever character to the Crossing or other property of Grantee located in, along, across, over or under the Ditch arising out of either seepage, soil conditions, settling, corrosion, and/or Grantor's operation and maintenance of the Ditch or other portions of Grantor's irrigation system. Notwithstanding the above, Grantee shall not be responsible for the following: (i) Claims to the extent caused by, or contributed to by, Grantor's negligence or willful misconduct; (ii) Claims to the extent caused by, or contributed to by, any third party's (other than the Grantee, its agents, employees, or contractors) negligence (whether sole, concurrent, or contributory) or willful misconduct; and/or (iii) Claims to the extent caused by Grantor's default under this Agreement.

The Agreement shall continue as long and only so long as Grantee, its successors and assigns, shall faithfully and promptly comply with this Agreement. In the event of default by Grantee, Grantor may terminate and revoke this Agreement only after thirty (30) days prior written notice to Grantee of such default and Grantee's failure to cure the default; provided, however, that if the term, condition, covenant or obligation to be performed by Grantee is of such nature that the same cannot reasonably be performed within such thirty-day period, the time for curing such default shall be extended for a reasonable amount of time if Grantee commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same.

17. *Intentionally omitted.*

18. In the event of a dispute or a breach arising under this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorney's fees and costs, in addition to any damages and/or equitable relief granted.

19. Grantee agrees to pay Grantor a non-refundable fee of \$5,000.00 upon the execution of this Agreement for the Crossing.

20. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by email with a delivery receipt requested, in which case the notice will be deemed received upon successful transmission of such email, or by overnight courier, in which case notice will be deemed received one business day after delivery to the courier, addressed to the Party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or Parties.

GRANTOR:

Gale Lateral Company
106 Elm Ave.
Eaton, CO 80615
970-454-3377
Email: ditchinfo@eatonditch.com

GRANTEE:

North Weld County Water District
Attn: General Manager
P.O. Box 56
Lucerne, Colorado 80646
Email: water@nwcwd.org

21. It is mutually understood and agreed that this Agreement and all the terms and conditions contained herein shall extend to and be binding upon the parties hereto, their successors and assigns, and shall be recorded in the office of the Weld County Clerk and Recorder.
22. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The rights and duties of the Parties under this Agreement shall inure to the benefit and burden of the successors and assigns of the Parties.
23. Venue for any litigation arising under this Agreement shall be exclusively proper in Weld County, Colorado. This Agreement shall be construed and enforced pursuant to the provisions of the laws of the State of Colorado.
24. This Agreement represents the entire agreement of the Parties with respect to the subject matter covered herein. All previous negotiations, representations, and understanding between the Parties are incorporated and merged herein. This Agreement may be modified or altered only by a written agreement signed by both Parties.
25. The failure of one of the Parties to insist upon the strict performance of any provisions of this Agreement or to exercise any right, power, or remedy upon a breach thereof does not constitute a waiver of that or any other provision of this Agreement or limit that party's, or any other party's, right thereafter to enforce any provision or exercise any right.

[SIGNATURE ON FOLLOWING PAGE]

Remainder of Page Intentionally Left Bank

GRANTOR: GALE LATERAL COMPANY
106 Elm Ave.
Eaton, CO 80615

By: _____
Leon Cozzens, President

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Leon Cozzens, as President of Gale Lateral Company.

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

Notary Public

GRANTEE: NORTH WELD COUNTY WATER DISTRICT
32825 Co Rd 39
Lucerne, CO 80646

By: _____
Name: JG Milne
Title: Secretary

By: _____
Name: Tad Stout
Title: President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Tad Stout, as President of North Weld County Water District.

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

Notary Public



December 8, 2025

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

RE: Engagement of WBA, PC

Dear Directors:

We are pleased to confirm our continued engagement as general counsel to the North Weld County Water District (the "District").

This engagement letter provides the terms upon which WBA, PC ("WBA") will provide legal services to the District and is intended to formalize our continued engagement as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings, with the terms of this engagement letter superseding the terms of all prior letters. Additional information about WBA can be found at www.wbapc.com.

The total price for legal services to be provided under this engagement letter cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and (where applicable) other staff and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff are set forth below in this engagement letter. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a monthly basis. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease on a month-to-month basis depending on the needs and progress of your matter.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. The total cost of WBA's services on the District's behalf will vary. Our fees will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Some of WBA's services are allocated on an equitable basis to clients who benefit from general legal work by our personnel. Hourly rates for professionals in WBA currently range from \$250.00 to \$600.00 (attorneys), from

\$135.00 to \$240.00 (paralegals), and are \$200.00 to \$240.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change without notice. From time-to-time WBA prepares memoranda, agreements or other documents based upon current legislative, State, and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. If you do not wish to receive this information, please advise us accordingly. WBA contracts with other law firms for the performance of specialized services. If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long-distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff, are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense exceeds that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs, and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees, and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Directors' (the "Board" or "Directors") direction. We do not represent the interests of any of the Board, the Directors individually, or the District's employees. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or

employees shall be employed, retained, or otherwise categorized as a “municipal advisor” to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the “Act”), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of securities by the District shall be solely of a “traditional legal nature,” as permitted under the Act. Throughout the attorney-client relationship, the District consents to the use of the District’s name and public information relating to the District’s transactions on WBA’s website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us and we find none at this time. If any are discovered in the future, we will discuss our continued engagement with you.

WBA represents many other local governments and municipal clients that may be viewed as competing with the District. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated transactions, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, we will return the District’s files to the District upon request, unless WBA has not received payment of all outstanding fees and costs, in which case WBA reserves the right to withhold them until payment is made. Otherwise, no sooner than thirty (30) days after the conclusion of our services, we may destroy the files. Please note that if WBA is designated as the public records custodian for the District pursuant to §§24-72-202, *et seq.*, C.R.S., WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Colorado State Archives or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation, or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten (10) days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Disputes. If a dispute arises regarding our services or fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute

will be decided by the Colorado Bar Association Legal Fee Arbitration Committee (the "Committee") in Denver, Colorado, in accordance with the rules and procedures used by the Committee. There is no charge for the dispute resolution services provided by the Committee and each party will pay its own costs and expenses. If, either in addition to a pending fee dispute or in the absence of one, any other dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by the Judicial Arbitrator Group ("JAG") in Denver, Colorado, by a single arbitrator to be mutually agreed to by the parties. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Colorado law, including all applicable statutes of limitation and other defenses, will apply to the dispute before JAG just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Colorado Rules of Civil Procedure shall apply to the dispute before JAG just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial; acknowledge the arbitrator's award is not required to include factual findings or legal reasoning; and acknowledge that any party's right to appeal or seek modification of the award is strictly limited and the award is final and binding on the parties.

9. Representative Client Lists. WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients, and for marketing purposes. Execution of this engagement letter provides your consent to WBA's use of the District's name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Sincerely,

WBA, PC
Attorneys at Law

WBA, PC

BMD:srh

APPROVED, ACCEPTED AND AGREED TO BY:

NORTH WELD COUNTY WATER DISTRICT

Signature

Printed Name: _____

Position: _____

Date: _____

**NORTH WELD COUNTY WATER DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION 20251208-01
(2026)**

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

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

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

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

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

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

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

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

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

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15 and prepare the final budget and budget message, including any amendments thereto, if necessary. The Board also directs the District's accountant to perform the property tax limit calculation, if required by §§ 29-1-306, *et seq.*, C.R.S., and to inform the Board of the result of such calculation. The Board directs the District's Manager to schedule a public hearing on the proposed budget or amendments, as applicable, and to post or publish notices thereof. The Board directs legal counsel to prepare all budget resolutions. The Board directs legal counsel to file the budget, budget resolution, and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's Manager, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs legal counsel to prepare all budget amendment resolutions. The Board directs the District's Manager to schedule a public hearing on a proposed budget amendment and post or publish notices thereof in accordance with § 29-1-106, C.R.S. The Board directs legal counsel to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

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

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

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

12. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with § 32-1-902(3)(b) and § 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

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

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

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

16. The Board determines to hold regular meetings on the second Monday of each month, at 8:30 a.m., at 32825 County Road 39, Lucerne, Colorado, 80646 and by telephone, electronic, or other means not requiring physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

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

18. The Board directs the District's Manager to maintain the District's website in compliance with state and federal requirements and to make such documents and information required by § 32-1-104.5, C.R.S., and other applicable laws, rules and regulations, available to the public on the District's website.

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

20. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, as the Designated Election Official (the "DEO") of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

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

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

23. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Kristine N. Stone of the law firm of WBA, PC, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

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

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

26. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's Manager to review and update the District's property schedule as needed, and no less than annually. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints the District's Manager as its proxy for the SDA Annual meeting for voting and quorum purposes.

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

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

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

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

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

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

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

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

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

ADOPTED DECEMBER 8, 2025

(SEAL)

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

[Signature Page to 2026 Annual Administrative Resolution]

**AMENDED AND RESTATED
RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER DISTRICT**

**ADOPTING A DIGITAL ACCESSIBILITY POLICY AND DESIGNATING A
COMPLIANCE OFFICER**

WHEREAS, the North Weld County Water District (the “**District**”) is a quasi-municipal corporations 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 § 24-85-103(2.5), C.R.S., the Chief Information Officer in the Office of Information Technology has adopted accessibility standards as specified in 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards (the “**Rules**”); and

WHEREAS, the Board desires to adopt this Resolution to implement a digital accessibility policy and designate a compliance Officer.

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

1. Adoption of Digital Accessibility Policy. The District hereby adopts the Digital Accessibility Policy (the “**Digital Accessibility Policy**”) set forth in **Exhibit A**, attached hereto and incorporated herein.

2. Appointment of Compliance Officer. The District hereby designates the district manager as the District’s Compliance Officer (the “**Compliance Officer**”).

3. Severability. If any part, section, subsection, sentence, clause, or phrase of this Joint Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Joint Resolution shall become effective as of December 8, 2025, shall be enforced immediately thereafter and shall supersede any previous policy related to website accessibility.

5. Ratification of Past Action. The Board hereby ratifies any actions taken in the furtherance of the District’s business related to website accessibility.

Remainder of Page Intentionally Left Blank, Signature Page Follows

ADOPTED DECEMBER 8, 2025

DISTRICT:

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

By: _____
Officer of the District

ATTEST:

[Signature Page to Amended and Restated Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer]

EXHIBIT A

DIGITAL ACCESSIBILITY POLICY

1. GENERAL

a. *Purpose.* The District is fully committed to providing accessible digital information to all members of the public. As part of this commitment, the District has adopted this Digital Accessibility Policy (the “**Policy**”) to ensure the District’s services comply with the Rules.

b. *Scope.* The District is committed to providing equal access to digital information, including information made available through the District’s website and other digital content. This Policy has been developed to promote equal access to such digital information and this Policy applies to digital content produced by or under the control of the District as defined in the Rules. Requests for reasonable accommodation or modification may be submitted to the District in accordance with this Policy.

2. COMPLIANCE INFORMATION

a. *Compliance Officer.* The Compliance Officer will be the point of contact for accessibility-related accommodations for digital content. The Compliance Officer or its designee is responsible for responding to requests for reasonable accommodation or modification.

b. *Testing Tools and Techniques.* The District utilizes a variety of tools, techniques, methods, and procedures to identify accessibility barriers to meet existing and new assistive technology needs. The District has engaged consultants knowledgeable in accessibility to provide guidance and assistance in removing accessibility barriers from the District’s digital content.

c. *Accessibility Monitoring.* The Compliance Officer will review the District’s website, user interfaces, and other digital content and provide the necessary updates to the District no less than annually. The Compliance Officer, as appropriate, will take such steps as necessary to make such content compliant under the Rules.

d. *Digital Content.* The District will ensure that digital content, defined as in “Active Use” under Section 11.4, of the Rules as amended, is compliant with the Rules. The District will ensure that digital content that the District provides or makes available directly or through contractual, licensing, or other arrangements, is compliant with the Rules through accessibility assurances in contracts.

e. *Technology Accessibility Statement.* The Compliance Officer will ensure a technology accessibility statement as required under Section 11.6 of the Rules, as amended from time to time, is posted to the District’s website.

3. REPORTING ACCESSIBILITY ISSUES

a. Reporting an Accessibility Issue. Individuals may submit requests for reasonable accommodation or modification to the Compliance Officer using the contact information below. Such requests should identify the specific content that is being reported, the issue the individual is experiencing, and the name and contact information of the individual submitting the request. The Compliance Officer or their designee will confirm receipt of such requests within three (3) business days. The District is committed to resolving requests for accommodations or modification within a reasonable period of time.

North Weld County Water District
Attn: Compliance Officer
PO Box 56
Lucerne Colorado, 80646
(970)356-3020
water@nwcwd.org

Re: Variance Jeffrey property 3007 Grandview Drive

From sendy.jeffrey@icloud.com <sendy.jeffrey@icloud.com>

Date Wed 11/26/2025 10:44 AM

To James G. Milne <jgmilne@nwcwd.org>; Nels Nelson <Nelsn@nwcwd.org>; James G. Milne <jgmilne@nwcwd.org>; Matthew Pettinger <mattp@nwcwd.org>; Jon L. Wagner <jwagner@wbapc.com>; Eric Reckentine <ericr@nwcwd.org>; Garret Mick <garretm@nwcwd.org>; Tad Stout <tads@nwcwd.org>; Bernie Frias <bernief@nwcwd.org>; Shawna Van Wyhe <shawnaw@nwcwd.org>; Zachary P. White <zwhite@wbapc.com>; James G. Milne <jgmilne@nwcwd.org>

Dear Members of the North Weld County Water District Board,

I want to express my sincere appreciation for the time and attention you provided on November 10, 2025, to review my account at 3007 Grand View Drive and discuss both the significant water overages and the extensive efforts I have undertaken to address them. I remain fully committed to reducing my water consumption, improving efficiency, and building a long-term plan that supports responsible water stewardship.

I also want to thank Eric for the recap he shared following the meeting. While I appreciate the suggestions that were offered, they did not fully address the review, analysis, and partnership I previously requested. To support continued reconciliation of my account, I have included both the recommendations provided by staff as well as the data and documentation outlining the work I have completed to date.

Below I have summarized (1) the feedback I received from staff on November 17, (2) the actions and considerations I respectfully request from the Board, (3) the year-over-year usage analysis I compiled using District data, and (4) a full timeline of the corrective actions and communication that have taken place. My goal is to offer a clear roadmap of my efforts and to support the development of a solution that advances water conservation — a goal I share with the District.

I respectfully request confirmation of the time and meeting link for the upcoming Board meeting on December 8, 2025.

Feedback Provided by Staff on November 17, 2025

- I was advised to purchase an additional allotment at an estimated cost of approximately \$100,000.
- I was also advised to pay the current amount due in full within one year directly to the water district.
- Staff indicated they had no further recommendations, expressing that my usage exceeds allotment beginning in May each year and remains high throughout the summer.
- My request to apply the District's updated Leak Policy to my circumstances was something that Eric said he would not approve, as staff stated it would then have to be applied to all customers and he would share this sentiment with the board.

- I was told surcharge increases were to dissuade users to go over allotment due to rising water costs, but no conservation programs or resources were identified to support customers.
-

Requests for Board Consideration

- I am **not** asking to increase my allotment. My goal is to continue reducing my overall water usage, improving efficiency, and decreasing demand on the system.
- I respectfully request the repayment timeline be extended to **two years**, which would allow me to continue implementing modifications necessary to meet allotment expectations.
 - If my usage does not continue to improve year over year, I welcome a review meeting with staff to ensure I am meeting expectations tied to the extended timeline.
- Based on the detailed usage data I have included in this letter, several parts of the staff assessment for 2025 were inaccurate. I respectfully request a follow-up review of my 2025 water overages and surcharges, with adjustments made as appropriate to the surcharges of current year.
- I understand that a surcharge review to current Leak Policy terms cannot be granted for all customers. However, the circumstances in this case are unique and significant. I have demonstrated substantial due diligence in reducing usage, repairing issues promptly, and making sustainable improvements to my property. I ask the Board to consider these efforts when reviewing my situation.
- I ask that the District consider sharing available conservation resources with customers facing similar challenges, including:
 - Job aids for reviewing year-over-year usage data on your website
 - Notification opt in feature when consumption exceeds typical levels offered on website
 - Guidance toward the waterwise resource already listed on the District's website.
- I respectfully encourage the Board to consider partnering with **Resource Central**, an award-winning Colorado nonprofit currently working with more than 60 water districts including Windsor, Eaton, Greeley, Ault and Severence. Despite the time of year, Resource Central has confirmed that NWCWD could still join for 2026.

Partner benefits

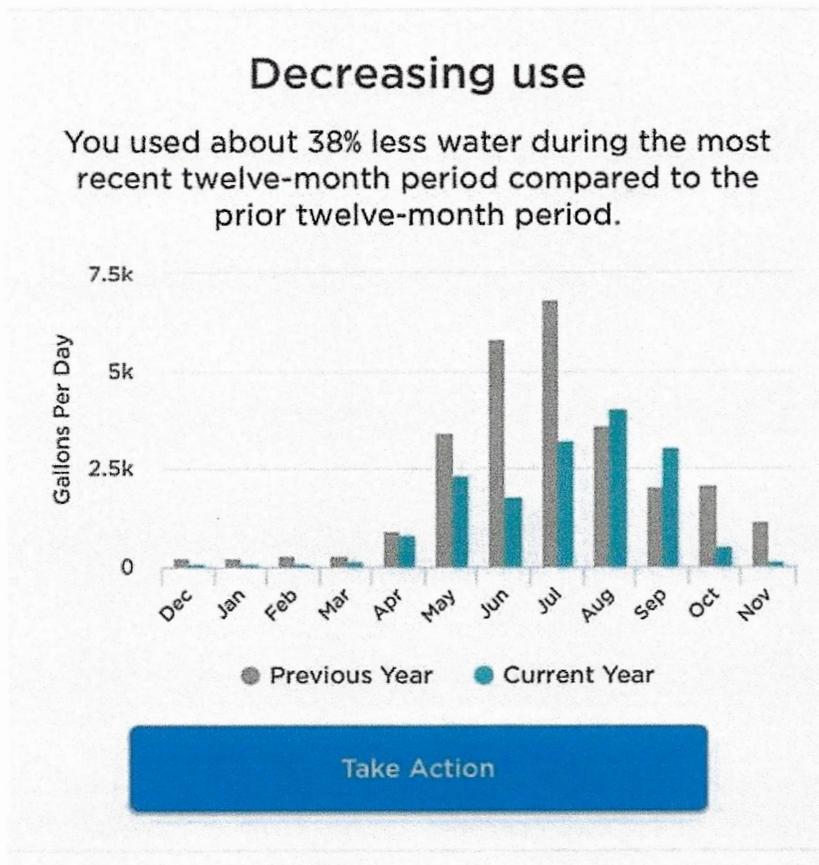
- Proven, effective **turnkey programs**
- Significantly contribute to **conservation goals**
- **Scalable programs** accommodate any organization
- Highly **trained customer service** staff and field teams
- Professional, comprehensive **marketing toolkits**
- Popular, beloved programs **enhance reputation**
- Annual report with **outcomes and data**
- **Educational opportunities** on low-water landscaping

Elizabeth Bowman, Conservation Engagement Manager, is available at 303-999-3820 ext. 210 and is willing to meet with the District. The Board is also welcome to reach out to partner municipalities such as Northern Water, Fort Collins Utilities, or the Town of Eaton.

Resource Central offers programs that would benefit our community and support meaningful water conservation, including:

- Discounted, professionally designed “Garden in a Box” kits
- Lawn Replacement programs with discounted removal or com
- Complimentary gardens
- Free “Slow the Flow” sprinkler evaluations
- Waterwise yard seminars and education

My Year-Over-Year Usage Analysis



Although I was told that usage trends were too consistent to analyze, I independently pulled data from the District’s website and found the following:

- My total water usage has decreased by approximately **38%** over the last 12 months.
- Usage during the months specifically referenced by staff as cause showed substantial improvement. I ended June 2025 with **44 kg left** in my allocation, compared to being **55 kg over** by June 2024.

- Overages began in July 2025, totaling **55 kg** over allotment. However, even with that overage, I still reduced my year-over-year usage by **75 kg** in July alone.
- Usage increased in August and September compared to 2024, strongly suggesting the hose leak — which was not identified to me at the time — contributed significantly to the overages.

Due Diligence and Water-Conservation Measures

- I have reduced my year-over-year overage from **562 kg to 303 kg**, nearly a 50% improvement.
 - A water spigot leak accounted for approximately **200 kg** of my 2025 overage, yet I did not receive notice of the issue from the District, and no leak review has been offered.
- I installed **700 sq ft of xeriscaping** to reduce irrigation needs.
- I am working with Resource Central to remove an additional **2,000 sq ft** of turf and installation of Garden in a Box kits. Because NWCWD is not a partner, I am not eligible for available discounts or additional support.

Communication and Corrective-Action Timeline

May 2024

A District technician notified me of a possible leak. I located a break in my sprinkler main line and repaired it.

Additional leaks emerged after the pressure change; I replaced all sink plumbing, water-heater, hoses, irrigation lines and toilet connections.

I requested that the District return to confirm the repairs, and a technician validated that the issue had been resolved.

August 2024

A second leak was detected by the District. A failed fitting from the June repair was replaced upon having technician notification.

I worked with Shawna to explore payment options and was told surcharge calculations would occur in October at the end of the water year.

January 2025

I confirmed with Shawna that she had received all documentation for the credits.

March 2025

I contacted Shawna regarding the minimal surcharge credit issued.

I again explained that I could not afford the unexpectedly large charges and asked for partnership in creating a solution.

Shawna informed me that the District does not offer payment plans but would note my account to avoid shut-off, and that I should disregard future notices due to my special-circumstance status. What Shawna shared was confirmed by Bernie that I was not pending shut off of services but did not share deadline for pay back

September 28, 2025

I received notice of a Board meeting and that overdue fees would be placed on my property tax assessment due to non-payment.

I contacted Bernie to discuss my options and the efforts I had already taken.

Bernie stated he would ask whether the Leak Policy might be able to be applied and would follow up, but I did not receive a call back.

October 28, 2025

I reached out to Bernie again.

I was told that no reconciliation options were available and that it was unlikely I would ever be able to remain under allocation.

Bernie stated he could not provide guidance regarding typical usage, allocation expectations, or how to analyze my bill to continue improving performance.

Closing

I respectfully ask the Board to review the information I have provided, acknowledge the significant work I have done to reduce water usage, and approve the requested path forward. I am committed to being a responsible and proactive water steward, and I hope to continue working collaboratively with the District to achieve meaningful, long-term conservation outcomes.

Thank you for your time and consideration. I look forward to attending the December 8 meeting and discussing these items with you.

Sendy Jeffrey

From: Eric Reckentine <eric@nwcwd.org>

Sent: Monday, November 24, 2025 7:58 AM

To: Sendy Jeffrey <sendy.jeffrey@icloud.com>

Cc: Tad Stout <tads@nwcwd.org>; Bernie Frias <bernief@nwcwd.org>; Garret Mick <garretm@nwcwd.org>; Shawna Van Wyhe <shawnavw@nwcwd.org>; Zachary P. White <zwhite@wbapc.com>; Jon L. Wagner <jwagner@wbapc.com>

Subject: Variance Jeffrey property 3007 Grandview Drive

Ms. Jeffery

Based on our discussions, NW our legal team will remove your property from the certification this year prior to the December 1 deadline. We discussed and appreciate your strategy to reduce water usage on your property and we understand that you will be asking for two variance requests

1. To administer our new leak policy to a previous leak from early 2025 of which the district has credited your account based on the policy of that time
2. To have a two year pay back period related to amounts owed

Based on your strategy to reduce usage, we will recommend to the board we allow a two-year pay back but will not recommend the administration of the new leak policy for the reasons we discussed. Please keep in mind all decisions related to the variance are at the board's discretion. If you would like to proceed with the variance requests, could you send a letter or email by Dec 3

RESOLUTION 20251208-04
ADOPTING BUDGET, AND APPROPRIATING SUMS OF MONEY
AND CERTIFYING MILL LEVIES FOR THE CALENDAR YEAR 2026

The Board of Directors of North Weld County Water District (the “**Board**”), Weld and Larimer Counties, Colorado (the “**District**”), held a regular meeting, via teleconference and at 32825 County Raod 39, Lucerne, Colorado on December 8, 2025, at the hour of 8:30 a.m.

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

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NOTICE AS TO PROPOSED 2026 BUDGET

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

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

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was available for inspection by the public at a designated place, a public hearing was held and interested electors of the District were provided a public comment period and given the opportunity to file any objections to the proposed budget prior to the final adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2026. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy of Property Taxes. The Board does hereby certify the levy of property taxes for collection in 2026 as more specifically set out in the budget attached hereto.

Section 3. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut, or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 4. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant, or other designee to certify to the Board of County Commissioners of Weld and Larimer Counties, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 5. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated from the revenue of each fund for the purposes stated.

Section 6. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager, or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 7. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of Page Intentionally Left Blank]

ADOPTED DECEMBER 8, 2025.

DISTRICT:

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

By: _____
Officer of the District

ATTEST:

By: _____

STATE OF COLORADO
COUNTY OF WELD
NORTH WELD COUNTY WATER DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held at 32825 County Road 39, Lucerne, Colorado and via teleconference on Monday, December 8, 2025, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 8th day of December, 2025.

Signature

*[Signature page to Resolution Adopting Budget, and Appropriating Sums of Money
and Certifying Mill Levies for the Calendar Year 2026]*

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

North Weld County Water District 2026 Budget Memo
To: Board of Directors North Weld County Water District
From: Eric Reckentine GM
December 2025

Revenue 2026

Total water usage for North Weld County Water District (District) is projected to increase approximately 1 % to 2 % annually for the next 5 years from projected 2025 water usage.

- Commercial water usage is projected as flat to the commercial sector surcharge policy calculation for five-year average volumes minus 10 percent usage for the next 5 years.
- Wholesale Water Accounts are projected at an approximate .25% water usage increase annually for the next 5 years from 2025 usages.
- The three towns associated with the Group treatment plant usage volumes are projected as flat in perpetuity starting in 2030.
- District residential water usage is projected at an approximate 1% to 1.75 % annual water usage increase for the next 5 years from 2025 usages.

The District utilizes accrual accounting financial accounting method. McCollough CPA provides accounting consulting services to the District, and Plante Moran provides state-required third-party annual auditing service to the District.

Total meter sale revenue is budgeted to decrease from approximately \$23.1 million in the 2025 budget to \$22.8 million in the 2026 budget. The 2025 forecast projects approximately \$22.9 million in metered revenues. Water allocation and plant investment surcharges are budgeted at \$6 million for 2026 and reduced to \$2 million annually for the next 10 years of the forecast. The District is projected to see approximately \$2.0 million in total contributions in 2026 which is a reduction of \$2 million to the 2025 budget projections. Contributions projections for the next 2 years project sales of 50 meters annually increasing to 100 meters annually in 2028. The 2026 budget projects \$2 million in interest and miscellaneous revenues with a total revenue projection of \$26.9 million.

- The rate increase projections for all customer classes are 4% for 2026 and 4% to 5% for the next five years.
 - District Customer Rate will increase by \$0.20 k/gal from \$4.99 k/gal to \$5.19 k/gal
 - Wholesale Rate will increase \$0.15 k/gal from \$3.74 k/gal to \$3.89 k/gal
- Water allocation surcharges are projected at \$6.50/1000 gallons
- Plant investment surcharges are projected at \$4.50/1000 gallons.
- Plant Investment sales are projected at 50 meters sold for 2026 and 2027 and 100 meters annually for the following 5 years.
- Cash-in-Lieu sales are projected at 10 units for the following five years at \$73,500.
- Plant Investment (PI) Fee is currently projected at \$21,900 per PI not counting distance fee.
- Revenue from Wholesale Amended Water Service Agreements are not projected
- 2025 Commercial Sector Policies are reflected in the 2026 budget through reduction in water and PI Surcharges by \$2.8 million. No Increase in Plant Investment and Water Allocation fees are projected in 2026. Transition from Surcharge to Water Service Agreement fees is anticipated in

2027 through the 10-year projection with \$2 million in Plant Investment Fees and \$5 million in water allocation applied to escrow accounts annually.

Expenses 2026

Operations Maintenance and Administration 2026 budget is projected at approximately \$11 million which is approximately flat to the 2025 budget.

- Labor costs are projected to increase approximately 6%, that includes a proposed 4% employee cost of living increase and insurance increases.
- The District anticipates acquiring two replacement fleet vehicles in 2026.
- The Solider Canyon Filter Plant treatment costs rate increase of 5.4 % for 2026, SCWTA final budget memo is attached.
- Lead and Copper Rule Survey projected at \$400,000

Capital improvement project costs for 2026 are projected at approximately \$31.6 million compared to 2025 budget of \$31.4. million. Forecast for 2025 capital improvement projects is projected at \$12.8 million to date. The anticipated capital improvement ten-year forecast is approximately \$162 million that includes \$8.5 million in raw water storage acquisition, however, no longer includes approximately \$60 million in water rights acquisition due to the commercial pay-back policy. Water allocation fees are placed in escrow accounts and tracked through billing system; identified in the budget process but not accounted for in the budget revenue or expenses. Cost of money is applied.

The District is forecasted to complete the following capital improvement projects in 2025:

- Weld County Zone 1 from Tank 1 to CR 78, 16-inch distribution pipeline upsizing project design and acquisition – construction start 2026
- Weld County Zone 1 West Transmission from NEWT III to Tank 1c project Bid – Start Construction November - \$1 million
- Tank 1c (6 MG) site acquisition and geotechnical
- Eaton Pipeline Phase III Design and Acquisition with construction start 2026
- The raw water district drought supply acquisition project projected approximately \$6.9 million.
- Repaving Project for Home Office Budgeted at \$200,000
- Woods Lake Drainage Outflow Repair \$100,000
- Pump Station 1 pump, internal piping and electrical VFD repair - \$1 million
- Acquired two replacement fleet vehicles
- Differed Harmony Pump Station – 2027
- Line replacement projects – 0.5 miles of County RD 84 at \$.5 million

Capital Improvement System Projects for 2026:

- Weld County Zone 1 West Transmission Line Design and Tank 1 cost \$21 million total with \$10 million applied in 2026 and includes Tank 1 to CR 78, 16-inch distribution pipeline upsizing project
 - Tank 1C Construction project cost \$7 million starting 2026
- Weld County Zone 1 East Transmission Line Design and Acquisition to Pump Station 6 estimated at \$500,000

- Line replacement projects – Highway 85 and County RD 84 at \$1 million
- Eaton Pipeline Phase III Construction projected cost \$4.5 million
- Eaton Pipeline Phase IV Acquisition and Design at \$500,000
- Tank 6a and Tank 6b Rehabilitation Project - \$750,000
- Replace 2 Fleet Vehicles, Manager vehicle, replace dump truck
- Replace 2 Servers and 8 Laptops

Capital Improvement Raw Water Projects for 2026

- Raw water district drought supply acquisition project projected at \$11.5 million.
- Water Supply and Storage Company Structures projected cost of \$500,000
- Rip Rap Protection Overland Ponds - \$200,000
- Reservoir Pumping Costs of \$200,000.
- Legal and Engineering cost of approximately \$200,000 Change Case and Oppositions
- Acquire, Design and Construct 3rd WSSC recharge pond \$350,000 2026/2027

Total Revenue for 2026 is budgeted at \$26.7 million. Total expenditure for 2026 is projected at \$47.9 million. Funds available at end of 2026 are projected at \$29.5 million after \$2million in depreciation of which \$9.5 million is depreciation reserve fund with an additional \$10 million minimum in operational reserve fund and \$10 million non- discretionary.

Water and System Master Planning, Financial Modeling and Conservation Planning

- Finalize Regional Master Plan **Completed 2025**
- Cost of Service Study Update **Completed in 2023**
 - *Update 2026*
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA **to be completed in 2025.**
 - *Treatment Study Technology and Alternatives to be Completed in 2026*
- Updated Rules and Regulations Manual **Completed 2025**
- 7 Year State Water Efficiency Conservation Plan- **Completed 2025**
- Drought, System Yield and Storage Analysis – **Completed 2022**
 - *Update 2026*
- Acquire New Billing System Software and Implement Transition – 1st Quarter 2027
- August 2023 Guidance Document
 - Revised 2026 SWOT Analysis and Short- and Long-Term Goals

Financial, Regulatory and Policy Summary 2019 to 2024

Financial

From 2019 through 2024, the District received in approximate figures \$120 million in operational revenue, received \$71.2 million in contributions, obtained debt proceeds in total of \$53.5 million with approximately \$6 million in miscellaneous incomes, and has maintained approximately \$10 million in operational and replacement funds for a total revenue of \$254 million (*\$201 million dollars without debt proceeds*),

From 2018 through 2024, the District has acquired approximately 1,480 acre-feet of new water supplies at a cost of approximately \$61 million, averaging \$41,200 per acre-foot and averaging approximately \$9 million annually in water acquisitions investments, constructed approximately \$70 million of system improvements, averaging about \$10 million annually to serve growth and maintain reliable service for a total capital improvement expenditure of \$128 million, has spent \$57 million in operations and maintenance (O&M), or about \$8 million per year, has paid \$24 million in debt service, for total expenditures of approximately \$213 million. Specific projects include:

System Improvements Treatment and Transmission

- Solider Canyon Treatment Plant Expansion from 45 to 60 MGD.
- Soldier Canyon Filter Plant Rating Expansion from 60 to 68 MGD
- North Weld East Larimer County (NEWT) III 5 Mile 42 Inch Transmission Line Permitting, Design and Construction
- Eaton Pipeline 30-inch pipeline Project 2 miles Phase 0
- Eaton Pipeline 30 Inch pipeline Project 2 miles Phase 1
- Eaton Pipeline 30 Inch pipeline Project 2 miles Phase 2

Emergency Interconnection

- Mason Street Interconnect City of Greeley 60-inch to NEWT III.
- Greeley/ NW Harmony Interconnect 24- inch Pipeline
- Horsetooth Operation Project Hansen Pump Back Station.

Replacement, Upgrades and Redundancy

- Pump Station Upgrade Station 1.
- Pump Station Upgrade Station 4.
- Pump Station Upgrade Station 6.
- Town of Nunn Pump Station Upsize and Replacement.
- Pump Station Rebuild Summit View.
- Emergency Generator Backup Power, Nunn PS, PS-1 and Summit View
- Old Eaton Pipeline, 16-inch line replacement and 20-inch upsizing.
- Timnath 36-inch Line Lowering projected
- Line 1 replacement project and 48-inch upsizing.
- Line replacement project Woods Lake
- Wild Wing Irrigation Raw Water Line.
- Tank Rehabilitation Project for Tanks 1A, 5B and 7
- Tank Rehabilitation Program for Tank 4 and Tank 5
- 2nd Master Meters to Severance.
- 2nd Master Meter to Windsor.
- Master Meter City of Greeley
- Emergency Power SCADA System and Server Upgrades.
- Replacement of 14 Fleet Vehicles and Dump truck

Water Rights Acquisition and Adjudication, Storage Acquisitions and Structures

- Purchase Contract for Knox Pit Reservoir Project - Overland Ponds
- Acquisition of Overland Ponds – Cells 4 and 5.
- Acquisition of River Bluffs Reservoir Storage Project.

- District has acquired approximately 1,480 acre-feet of new water supplies
- Development of two Return Flow Structures for WSSC Native Rights.
- Larimer #2 Headgate Construction Project Overland Ponds
- Overland Ponds River Discharge /Release Project
- Four Change Cases WSSC and Jackson Ditch

Regulatory and Government

- Two - 3- year CDPHE Sanitary Survey.
- American Water Infrastructure Act Survey and Emergency Response System Upgrades.
- 2 Mill Levy Ballot Initiatives.
- Completed Two Bond Initiatives – Upgraded our Bond Rating to AA +
- Lead and Copper Rules Revision - System Inventory
- Backflow Cross Connection Manual and Implementation

Policies

The District over the course of 7 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and policies, development review procedures, drought triggers, finance and reserve fund policies, regulatory compliance manual and policies related to back flow and cross connection devices, lead and copper inventories, board of director manual, and plant investment and water dedication policies.

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

- Finance Policies for Reserve and Depreciation Funds.
- Elimination of the Conservation Blue Tap Program.
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication.
- Drought Trigger Policies and Surcharges.
- Elimination of High-Volume Reduced Rate
- Flow Control Program for Commercial Customers.
- Moratorium Policies Temporarily Limiting New Growth - Lifted Allowing Development Review Across the District
- Elimination of the Water Allocation and Plant Investment Reinvestment Program.
- Residential Meter Usage Policy and Surcharge
- Commercial Meter Max Annual Overuse Surcharge Policy
- Under Allocated Commercial User “Pay Back” Policy and Letter of Intent to Resulting Water Service Agreements

Summary

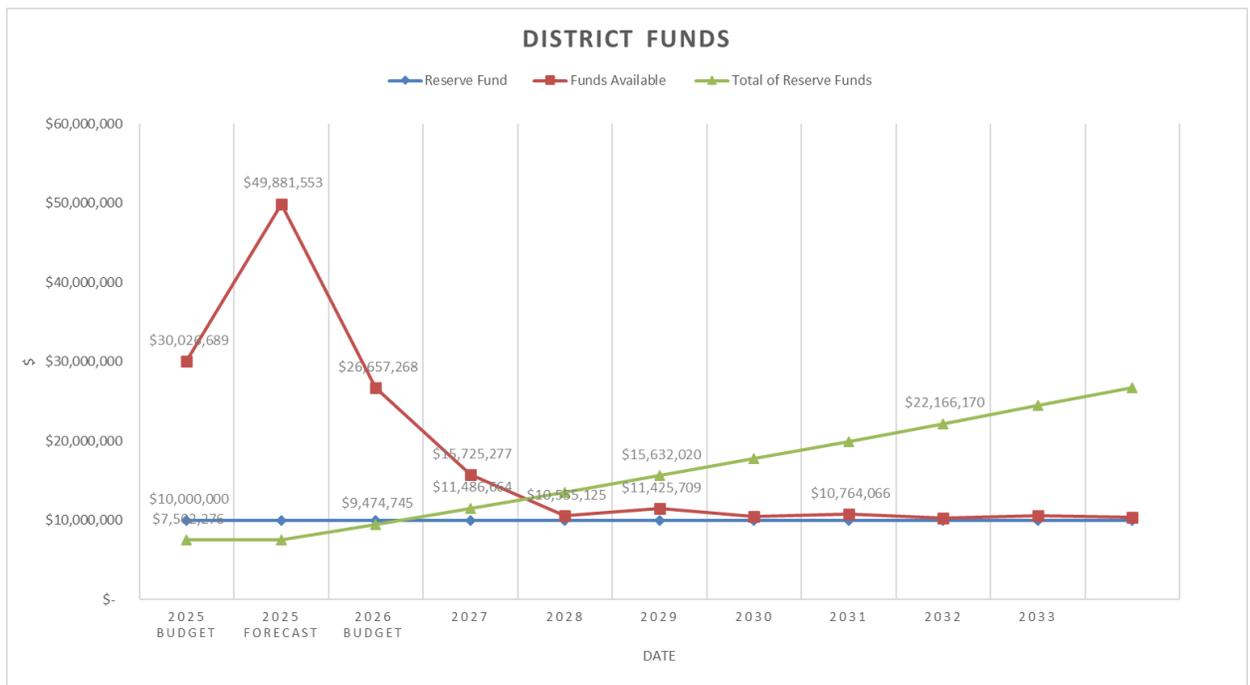
From 2018 through 2025 The District has completed projects and initiated policies that have increased system capacity and water supply surety

- *Treatment capacity at SCWTP has increased from 45 MGD to 68 MGD, increasing District treatment capacity from 16.3 MGD to 26.5 MGD or over 10 MGD Increase.*
- *NEWT III pipeline project has increased system transmission capacity from 18 MGD to 28 MGD or 10 MGD increase gravity flow.*
- *Line 1 - 48-inch replacement project allows safe pressurization of line 1 transmission line increasing system capacity approximately 2 – 3 MGD.*
- *Constructed 6 miles of 30-inch water line providing additional capacity to eastern pressure zones.*
- *Increased emergency interconnect capacity from approximately 8 MGD to 28 MGD that can be obtained from two treatment plants and transmission systems and constructed emergency bypass capabilities for Horsetooth Reservoir raw water supplies to SCWTP.*
- *The District has acquired approximately 1,480-acre feet of new water supply, initiated caps on unconstrained usages, and adjudicated and perfected native water rights that have reduced impacts on supply related to drought or curtailment.*
- *Acquired or have purchase agreement on approximately 1,200-acre feet of additional raw water storage to firm native water supply.*
- *The 2025 Commercial Sector Pay Back Policy over a ten-year period through Commercial Sector Water Service Agreements will bring a projected 1,500-acre feet of raw water supply to the District.*
- *Commercial Sector Policies and Revised Wholesale Account Water Service Agreements have Reduced Treatment Plant Max Day Peak Usage from Over 18 MGD to 14 MGD over a four-year period.*

Board Direction:

1. The rate increase projections for all customer classes are at 4% for 2026 and 4% to 5% for the next five years.
 - a. District Customer Rate will increase by \$0.20 k/gal from \$4.99 k/gal to \$5.19 k/gal
 - b. Wholesale Rate will increase \$0.15 k/gal from \$3.74 k/gal to \$3.89 k/gal
2. Water allocation surcharges are projected at \$6.50/1000 gallons
3. Plant investment surcharges are projected at \$4.50/1000 gallons.
4. Distance Fee, Meter Install Fee and WTA Fee to \$500, \$2200 and \$100 respectively

	2025 Budget	2025 Forecast	2026 Budget	Forecast				
				2027	2028	2029	2030	2031
Revenues								
Total Operating Revenue	\$ 23,072,876	\$ 22,944,573	\$ 22,797,025	\$ 19,702,546	\$ 20,830,802	\$ 21,994,696	\$ 23,248,995	\$ 25,089,139
Debt Proceeds	\$ -	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 1,538,390	\$ 132,144	\$ 2,059,157	\$ 2,060,341	\$ 1,561,547	\$ 1,562,778	\$ 1,064,034	\$ 1,065,315
Total Contributions	\$ 4,209,500	\$ 3,417,095	\$ 1,763,659	\$ 2,922,732	\$ 4,221,351	\$ 5,625,578	\$ 5,640,090	\$ 5,654,892
Total Revenues	\$ 28,898,673	\$ 28,693,812	\$ 26,699,307	\$ 24,766,674	\$ 26,696,377	\$ 29,267,382	\$ 30,039,135	\$ 31,897,082
Expenditures								
Administrative	\$ 2,051,907	\$ 2,990,961	\$ 3,239,508	\$ 3,842,900	\$ 3,118,805	\$ 3,188,440	\$ 3,259,685	\$ 3,332,579
Operational	\$ 8,745,739	\$ 8,023,264	\$ 8,680,241	\$ 8,256,358	\$ 8,557,286	\$ 8,331,295	\$ 8,534,328	\$ 8,728,884
Debt Service	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650
Water Enterprise Fund 2020 Bond	\$ 474,838	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350	\$ -	\$ -
Capital Improvements	\$ 31,360,000	\$ 12,881,323	\$ 31,575,000	\$ 17,125,000	\$ 13,675,000	\$ 10,325,000	\$ 13,125,000	\$ 13,325,000
Total Expenditures	\$ 46,579,134	\$ 28,317,036	\$ 47,911,674	\$ 33,646,508	\$ 29,773,329	\$ 26,261,735	\$ 28,865,662	\$ 29,333,113
Earnings	\$ (17,680,461)	\$ 376,776	\$ (21,212,366)	\$ (8,879,834)	\$ (3,076,952)	\$ 3,005,648	\$ 1,173,473	\$ 2,563,969
Funds Available (carry over prior to depreciation)	\$ 31,999,158	\$ 51,854,022	\$ 28,669,187	\$ 17,777,434	\$ 12,648,325	\$ 13,560,773	\$ 12,599,182	\$ 12,985,386
Depreciation	\$ 1,972,469	\$ 1,972,469	\$ 2,011,918	\$ 2,052,157	\$ 2,093,200	\$ 2,135,064	\$ 2,177,765	\$ 2,221,320
Funds Available	\$ 30,026,689	\$ 49,881,553	\$ 26,657,268	\$ 15,725,277	\$ 10,555,125	\$ 11,425,709	\$ 10,421,417	\$ 10,764,066
Reserve Fund	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Fund Available minus Reserve fund	\$ 20,026,689	\$ 39,881,553	\$ 16,657,268	\$ 5,725,277	\$ 555,125	\$ 1,425,709	\$ 421,417	\$ 764,066
Total of Reserve Funds	\$ 7,502,276	\$ 7,502,276	\$ 9,474,745	\$ 11,486,664	\$ 13,538,820	\$ 15,632,020	\$ 17,767,084	\$ 19,944,849



BREAKDOWN		2026 Budget	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenue		\$ 26,699,307	\$ 24,766,674	\$ 26,696,377	\$ 29,267,382	\$ 30,039,135	\$ 31,897,082	\$ 33,603,901	\$ 35,181,293	\$ 36,851,666	\$ 36,419,057
3100	Operating	\$ 22,797,025	\$ 19,702,546	\$ 20,830,802	\$ 21,994,696	\$ 23,248,995	\$ 25,089,139	\$ 26,777,799	\$ 28,336,669	\$ 29,988,150	\$ 29,536,270
3200	Non-Operating	\$ 2,000,879	\$ 2,000,897	\$ 1,500,914	\$ 1,500,933	\$ 1,000,951	\$ 1,000,970	\$ 1,000,990	\$ 1,001,010	\$ 1,001,030	\$ 1,001,050
3300	New Service	\$ 1,763,659	\$ 2,922,732	\$ 4,221,351	\$ 5,625,578	\$ 5,640,090	\$ 5,654,892	\$ 5,669,989	\$ 5,685,389	\$ 5,701,097	\$ 5,717,119
3400	Aq-Water Income (Non-Op)	\$ 39,321	\$ 40,108	\$ 40,910	\$ 41,728	\$ 42,563	\$ 43,414	\$ 44,282	\$ 45,168	\$ 46,071	\$ 46,993
3500	Miscellaneous (Non-Op)	\$ 18,957	\$ 19,336	\$ 19,723	\$ 20,117	\$ 20,520	\$ 20,930	\$ 21,349	\$ 21,776	\$ 22,211	\$ 22,656
3700	Debt Proceeds										
	2009 Bond Revenue (included in operating)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operational Expense		\$ 8,680,241	\$ 8,256,358	\$ 8,557,286	\$ 8,331,295	\$ 8,534,328	\$ 8,728,884	\$ 8,834,326	\$ 8,942,171	\$ 9,052,476	\$ 9,165,298
4100	Water	\$ 4,310,459	\$ 3,808,826	\$ 4,430,187	\$ 4,122,771	\$ 4,242,474	\$ 4,351,755	\$ 4,369,926	\$ 4,388,461	\$ 4,407,366	\$ 4,426,649
4200	Personnel Operations	\$ 2,095,490	\$ 2,147,714	\$ 2,201,245	\$ 2,256,113	\$ 2,312,354	\$ 2,370,000	\$ 2,429,088	\$ 2,489,652	\$ 2,551,731	\$ 2,615,362
4400	Operation & Maintenance	\$ 1,449,682	\$ 1,466,715	\$ 1,484,090	\$ 1,501,812	\$ 1,519,888	\$ 1,538,326	\$ 1,557,132	\$ 1,576,315	\$ 1,595,881	\$ 1,615,839
4500	Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4600	Electricity	\$ 192,185	\$ 196,028	\$ 199,949	\$ 203,948	\$ 208,027	\$ 212,188	\$ 216,431	\$ 220,760	\$ 225,175	\$ 229,679
4700	Communications	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308	\$ 57,434	\$ 58,583	\$ 59,755	\$ 60,950	\$ 62,169	\$ 63,412
4800	Insurance	\$ 179,365	\$ 182,952	\$ 186,611	\$ 190,344	\$ 194,150	\$ 198,033	\$ 201,994	\$ 206,034	\$ 210,155	\$ 214,358
4900	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative		\$ 3,239,508	\$ 3,842,900	\$ 3,118,805	\$ 3,188,440	\$ 3,259,685	\$ 3,332,579	\$ 3,407,162	\$ 3,483,474	\$ 3,561,558	\$ 3,641,456
5100	Personnel - Administrative	\$ 684,171	\$ 704,696	\$ 725,837	\$ 747,612	\$ 770,041	\$ 793,142	\$ 816,936	\$ 841,444	\$ 866,687	\$ 892,688
5200	Payroll Taxes	\$ 144,616	\$ 147,508	\$ 150,458	\$ 153,467	\$ 156,537	\$ 159,667	\$ 162,861	\$ 166,118	\$ 169,440	\$ 172,829
5300	Health Insurance	\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182	\$ 82,806	\$ 84,462	\$ 86,151	\$ 87,874	\$ 89,632
5400	Office Utilities	\$ 476,291	\$ 317,577	\$ 229,928	\$ 234,527	\$ 239,217	\$ 244,002	\$ 248,882	\$ 253,859	\$ 258,936	\$ 264,115
5500	Office Expenses	\$ 237,845	\$ 242,602	\$ 247,454	\$ 252,403	\$ 257,451	\$ 262,600	\$ 267,852	\$ 273,209	\$ 278,674	\$ 284,247
5600	Professional Fees	\$ 1,621,586	\$ 1,654,017	\$ 1,687,098	\$ 1,720,840	\$ 1,755,256	\$ 1,790,362	\$ 1,826,169	\$ 1,862,692	\$ 1,899,946	\$ 1,937,945
5900	Miscellaneous	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Improvements		\$ 31,575,000	\$ 17,125,000	\$ 13,675,000	\$ 10,325,000	\$ 13,125,000	\$ 13,325,000	\$ 15,675,000	\$ 16,175,000	\$ 18,175,000	\$ 17,380,000
6200	Storage Tanks	\$ 6,650,000.00	\$ 1,000,000.00	\$ 100,000.00	\$ 100,000.00	\$ 6,100,000.00	\$ 2,100,000.00	\$ 7,100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
6300	Pump Stations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6400	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6500	System	\$ 14,700,000	\$ 12,000,000	\$ 12,700,000	\$ 9,700,000	\$ 6,400,000	\$ 10,700,000	\$ 3,200,000	\$ 10,700,000	\$ 13,700,000	\$ 13,700,000
6600	Water Rights/Storage	\$ 12,050,000	\$ 850,000	\$ 700,000	\$ 350,000	\$ 450,000	\$ 350,000	\$ 5,200,000	\$ 5,200,000	\$ 4,200,000	\$ 3,400,000
6700	Land / Easements	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 180,000
6900	Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Issue		\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000	\$ 3,946,650					
7200	Interest / Principle	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650
7400	Interest Expense Other										
7800	Depreciation										
7900	Amortization										
	Water Enterprise Fund	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expense	\$ 47,911,674	\$ 33,646,508	\$ 29,773,329	\$ 26,261,735	\$ 28,865,662	\$ 29,333,113	\$ 31,863,137	\$ 32,547,295	\$ 34,735,685	\$ 34,133,404

SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board of Directors

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

Date: September 11th, 2025

RE: **FINAL** - 2026 Budget for the Soldier Canyon Water Treatment Authority

The intent of this memo is to present the DRAFT Operational & Maintenance (O&M) and Renewal & Replacement (R&R) budgets for the Soldier Canyon Water Treatment Authority (SCWTA) for the fiscal year 2026. In addition to treatment plant expenses, the SCWTA budget includes funding for the Authority/Tri-District’s Water Resources personnel. The fiscal year for the SCWTA budget is January 1 through December 31.

Table 1 – Historic and projected water usage (MG)

<u>District</u>	<u>2022</u> <u>Actual</u>	<u>2023</u> <u>Actual</u>	<u>2024</u> <u>Actual</u>	<u>2025</u> <u>Projected</u> *	<u>2026</u> <u>Projected</u> **	<u>Assumed</u> <u>2026</u> <u>increase/(</u> <u>decrease)</u> <u>over 2024</u>
East Larimer County	1,539	1,302	1,450	1,392	1,479	2%
Fort Collins Loveland	3,335	2,605	3,279	3,147	3,288	0.3%
North Weld County	3,508	3,217	3,387	3,251	3,576	5.6%
Tri-Districts Totals	8,382	7,124	8,117	7,790	8,343	2.8%

*Assumed to be 4 % less than 2024 actual.

**MG projected increases from Table 5 in Soldier Canyon Master Plan District Demand Evaluation Memo – 04/28/25 by HDR – increases added to 2024 actual.

The following documents are included to provide details for the 2025 Budget.

- A. **2026 Budget** – The budget summarizes the proposed revenues, expenditures, and reserve account fund projections. It also summarizes the funding responsibility for each District.
- B. **Operations & Maintenance (O&M) Summary** – The attached worksheet lists the major categories in the O&M Budget. The O&M summary is divided into six major categories.
 - a. Personnel Services

- b. Professional Services
 - c. Utilities
 - d. Contractual Services
 - e. Commodities
 - f. Repair and Maintenance
- C. **O&M Expense Detail Worksheet** – The attached worksheet provides additional detail about planned O&M Expenses for 2026.
- D. **Renewal & Replacement Fund Summary** – This worksheet lists the upcoming R&R Fund projects planned for 2026.

General Review of 2024 and 2025 to date.

Treated Water Production

The annual plant production and peak daily production values for 2024 were 8,117 million gallons, and 44.8 MGD respectively. To date in 2025, the peak daily plant production was 40.1 million gallons, recorded on 7/9/2025.

Water Quality

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

Water Quality / Regulatory / Watershed

SCWTA continues to support monitoring of the Poudre River watershed in conjunction with regional partners.

Completed or In Progress R&R Projects:

- Projects that were completed since 2022.
 - Filters 5-8 Rehabilitation and Backup Generator.
 - Filter Wall crack repairs
 - Parking lot repairs and sealing and striping.
 - Office and Control Room upgrades.
 - New Business side and SCADA side computer servers and cybersecurity upgrades.
 - PLC 9 (Filter 5-8) Upgrade.
 - New PLC for the PVP Intake.
 - Decant Pond 2 caulking.
 - PVP Sed Basin New liner.
 - New North Sed Basin drain/fill valve.
 - Drying Bed concrete ramps.
 - Clearwell Tanks concrete entrance pads
 - Filter 1-4 Gallery wall repair.
 - Connexion fiber broadband to the Plant.

- PLC 11 Upgrade.
 - PLC 54 Upgrade.
 - SCADA iFix upgrade.
 - WIMS Database Software upgrade.
 - New Soda Ash Backup Pump.
 - New Backwash Tank Stairs.
 - Recoat Backwash Tanks 1 and 2.
 - Demolition of Abandoned Interconnect Building.
 - Repair South Sed Basin Influent Gate.
 - Yard and HT valve repairs/replacements.
 - New guardrails.
 - Emergency Mobile Generator.
 - HT Line - 36-inch valve replacement.
 - Process piping repair.
 - Storage tanks - grading and drainage improvements.
- In Progress:
 - Chlorine Dioxide system upgrades.
 - Chlorinator upgrades.
 - New FCLWD meter/replace NCWCD meter and build new combined vault.
 - New POE plumbing at CCT.
 - Replace South Plant Motor Control Center.

2026 Proposed Budget

Operations & Maintenance Budget

The proposed O&M budget for 2026 is \$6,816,781. This is an increase of 3.8% from the 2025 O&M budget.

Details of expense categories, proposed 2026 costs, and 2026 over 2025 budget % changes are listed below.

1. Personnel Services (\$3,852,089) – 6.7% increase.
An assumed wage increase of 3% is included in the 2026 budget. Increases are primarily due to health Insurance (15%), wage, and PERA contribution increases.
2. Professional Services (\$70,000) – 4.5 % increase.
Increase in legal and services.
3. Utilities (\$175,285) – 2.4 % increase.
Increase due to higher electricity and natural gas costs.
4. Contractual Services (\$570,839) – 1.3% decrease.
Cost savings with new SCADA Engineer to replace outside contractor.
5. Commodities \$1,492,063) – 5.6% increase.

Increased cost of water treatment chemicals.

6. Facilities Repair and Maintenance (\$670,792) – 9.6% decrease.

Decrease due to project selection. Proposed projects for 2026 include:

- HT Line - 42" Pipe Assessment
- HT Line - 36" Pipe Assessment
- SCADA Controls Improvements - New PLC equipment
- PVP Screen Rebuild
- Paint Pipes - Annual Program
- Paint Plant Interior Walls – Annual Program
- Reline Fiberglass tanks - Annual Program
- New Lawn Mower
- New Club Car

Renewal and Replacement (R&R) Fund Budget

The proposed R&R Fund budget for 2026 is \$2,000,000. This is a 0% change from the 2025 R&R budget. Proposed 2026 R&R projects are listed below:

1. Storage Tank 3- Recoat - \$1,000,000.
Build up funds with 50% of project cost - Construction in 2027/28.
2. New HVAC in South Train floc/sed area - \$1,000,000.
Build up funds with 80% of project cost - Construction in 2027/28.

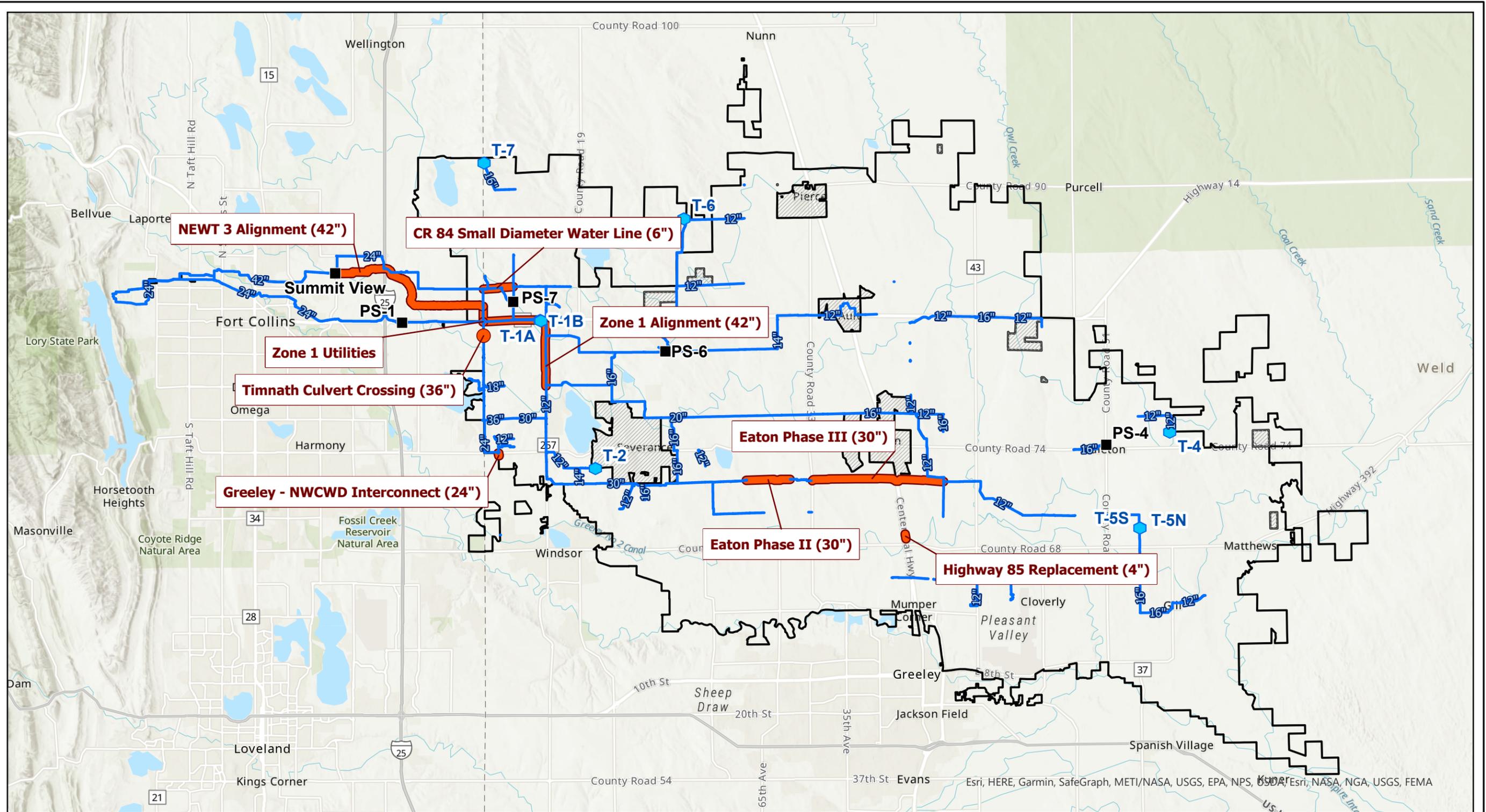
Capital Plant Expansion Fund

The proposed Capital Expansion Fund budget for 2026 is \$500,000. This includes hydraulic modeling, and a 1-year pilot testing program should Submerged Ceramic Membranes be the chosen Master Plan option. This Budget has previously been \$0 annually for 2022 through 2025.

Table 2 – Summary of proposed 2026 District costs

	<u>East Larimer County</u>	<u>Fort Collins Loveland</u>	<u>North Weld County</u>
Fixed O&M	\$1,222,874	\$2,053,990	\$2,071,372
Variable O&M	\$262,868	\$584,389	\$635,576
Renewal and Replacement	\$457,300	\$768,100	\$774,600
Capital Plant Expansion Fund*	\$114,325	\$192,025	\$193,650
Total	\$2,057,367	\$3,598,504	\$3,675,198
Increase / (Decrease) from 2025 O&M Budget	4.1%	(0.2%)	5.4%

* New cost for 2026.



EXPLANATION

- | | | | |
|---|--|---|--|
|  | STORAGE TANK |  | CAPITAL IMPROVEMENT PROJECT (CIP) EXTENT |
|  | PUMP STATION |  | 12" OR LARGER WATER LINE |
|  | CAPITAL IMPROVEMENT PROJECT (CIP) LOCATION |  | DISTRICT BOUNDARY |
| | |  | EXCLUDED FROM DISTRICT |

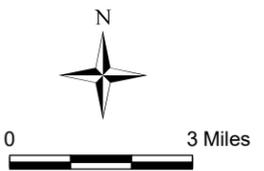


FIGURE 2
CAPITAL IMPROVEMENT PROJECTS
NORTH WELD COUNTY WATER DISTRICT
LUCERNE, COLORADO

Drawn By: BR | Checked By: JG | Scale: 1" = 3 Miles | Date: 8/1/23 | File: 2_CIP_2023

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SCHEDULE OF FEES AND CHARGES

Adopted and Approved
December 8, 2025
Effective January 1, 2026

RAW WATER FEE \$ 73,500.00

PLANT INVESTMENT FEE \$ 21,900.00

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

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

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

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

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

METER INSTALLATION FEE WITHOUT EXISTING CURB STOP Current Cost to District

METER INSTALLATION FEE WITH EXISTING CURB STOP \$ 2,400.00

SUBDIVISION SPECIFIC FEES

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

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

MONTHLY POTABLE WATER SERVICE CHARGES

Base Rate (0 - 6,000 gals.)	\$	31.14 flat rate
6,001 + gallons	\$	5.19 per 1,000 gals.

MONTHLY NON-POTABLE WATER SERVICE CHARGES

1,000 + gallons	\$	1.50 per 1,000 gals.
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<u>ALLOCATION SURCHARGE</u>	\$	6.50 per 1,000 gals.
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Allocation surcharge is assessed when an account's year to date usage exceeds the water allocation amount, which equals the water class (as shown on the monthly bill) x 70% of one acre foot.

<u>Residential Meter Overuse Surcharge</u>	\$	22.00 per 1,000 gals.
--	----	-----------------------

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 general, a residential water tap is classified as a water tap with an allocation under four (4) acre-feet of water.

<u>COMMERCIAL METER OVERUSE Surcharge</u>	\$	22.00 per 1,000 gals.
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A Commercial Meter that exceeds the Calculated Maximum Annual Volume calculated as the five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%), shall be required to pay an enhanced surcharge. A Commercial meter is classified as a water tap with an allocation of or more than four (4) acre-feet of water

NOTE: Allocation Surcharge fees cannot be used to purchase additional water allocations.

<u>PLANT INVESTMENT SURCHARGE</u>	\$	4.50 per 1,000 gals.
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Plant Investment Surcharge is assessed when an account's year to date usage exceeds the plant investment allocation, which equals the plant investment class (as shown on the monthly bill) x 70% of one acre foot.

NOTE: Plant Investment Surcharge fees cannot be used to purchase additional Plant Investments.

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

COMMITMENT LETTER FEE

\$ 100 Per Tap

For all Lots which an “intent to provide service” is denoted in a commitment letter to provide water services. Payment of the Commitment Letter Fee is due and owing at the time of application for water services.

WATER SERVICE APPLICATION REVIEW FEE

\$40.00 Per Lot

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

DEVELOPMENT REVIEW COST REIMBURSEMENT

Pursuant to Resolution No.

20201214-04 Adopting a Development Review Cost Reimbursement Policy, as may be amended from time to time.

REVIEW AND INSPECTION FEES

Current Cost to District

For subcontractor costs, inspection, flushing, and testing of waterlines, backflow prevention devices, and appurtenances. Payment of the Review and Inspection Fees is due and owing prior to commencement of construction.

SUPPLEMENTAL FEE

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

SHUT OFF FEES

\$	10.00 First Occurrence
\$	25.00 Second Occurrence
\$	50.00 Third and Subsequent Occurrences

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

MISCELLANEOUS FEES:

CONSTRUCTION WATER FEE

\$ 26.50 per 1,000 gals.

All construction water must be metered using a District provided meter and backflow assembly.

WHOLESALE ACCOUNT PEAK HOUR OVERUSE SURCHARGE

\$ 1.06 per 1,000gals

BPCCC TESTING PENALTY

\$ 100.00/occurrence

Failure to comply with this deadline will result in a \$100.00 penalty, and the District will schedule a tester to perform the annual test and certification at your cost.

CONSTRUCTION METER FEES

Meter Rental Deposit

\$ 1,100.00 (refundable)

Weekly Fee

\$ 25.00 per week

FILL STATION FEE

Fill Station Rental Deposit \$ 1,100.00 (refundable)

The Meter Rental Deposit and Fill Station Deposit are due and owing at time of rental and may be refundable.

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

TRANSFER PAYMENT \$ 25.00/occurrence

The Transfer Payment is due and owing upon transfer of account from one responsible party and/or account holder to another.

PENALTY FEES / FINES:

INSTALLATION OF ANY NON-METERED DEVICE \$ 2,000.00/occurrence

UNAUTHORIZED TAMPERING WITH DISTRICT SYSTEMS OR METERS \$2,000.00/incident

Plus actual cost of damage, expense and loss.

Installation of any device (i.e., “jumper”) to allow for circumvention of the District’s monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee.

UNAUTHORIZED CONNECTION FEE \$ 500.00/day until corrected

Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

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

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

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

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

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

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

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

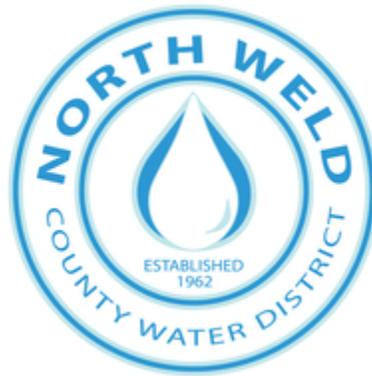
C) If reimbursement is not received by the District within thirty (30) days of the notice, interest fees may be added.

CONSTRUCTION CONTRACT

Zone 1 West Waterline

FOR

North Weld County Water District



Monday, December 8, 2025

NOTICE OF AWARD

Date of Issuance: December 8, 2025

Owner: North Weld County Water District

Owner's Contract No.: N/A

Engineer: Ditesco Services

Engineer's Project No.: N/A

Project: Zone 1 West Waterline

Contract Name: Zone 1 West Waterline

Bidder: Reynolds Construction, LLC

Bidder's Address: 1775 E. 69th Avenue, Denver, CO 80229

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 23, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Zone 1 West Waterline Project.

The Contract Price of the awarded Contract is: **\$21,895,990.00**

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

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

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

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

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

Owner: North Weld County Water District
Authorized Signature

By:

Title: General Manager

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between North Weld County Water District (NWCWD) (“Owner”) and Reynolds Construction, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Zone 1 West Waterline Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Zone 1 West waterline potable water transmission main comprising supply, installation, testing and commissioning of a new 42-inch welded steel pipeline, a new 30-inch welded steel pipeline, and a 20-inch PVC pipeline. Additionally, the project includes a new five-million-gallon water storage tank and connection to the existing waterline facilities on the existing Tank 1 Site. The project also includes installation of Combination Air Relief Vaults (CARVs), blowoffs, bore/tunnel construction, site grading, paving, and public and private property restoration.

ARTICLE 3 – ENGINEER

3.01 The Work has been designed by Ditesco, LLC.

3.02 The Owner has retained Ditesco, LLC to act as Owner’s Representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner’s representative will also act as the Resident Engineer on the Project. All contract management items assigned to the Engineer in the Contract Documents will be the responsibility of the Owner’s Representative.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 520 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 550 days after the date when the Contract Times commence to run.

1. Substantial Completion Construction Milestones are defined as the following:
 - a. Substantial Completion Milestone 1: Transmission Pipeline Installation

- 1) Liquidated damages, as defined below, will be charged for each calendar day or fraction thereof that expires after **three hundred forty (340)** days from the Construction Notice to Proceed for Substantial Completion Milestone 1.

Substantial Completion Milestone 1 shall be defined as completion of the Work including installation and operation of all 42-inch, 30-inch, and 20-inch transmission pipeline. Work shall also include installation of the tunneled crossing of Highway 257, the crossings of Weld County Road (WCR) 13, WCR 15, WCR 80, and connections in WCR 78, and crossings of the Larimer County Canal. Work shall include all pipeline installation, testing, disinfection, completed service connections, backfill, and surface repair. New transmission pipe shall be operational utilizing the existing water tanks.

b. Substantial Completion Milestone 2: Water Storage Tank Construction

- 1) Liquidated damages, as defined below, will be charged for each calendar day or fraction thereof that expires after **five hundred twenty (520)** days from the Construction Notice to Proceed for Substantial Completion Milestone 2.

Substantial Completion Milestone 2 shall be defined as completion of all design, permitting, and construction associated with the five-million-gallon tank. Work shall include all concrete placement, foundation construction, tank construction, water testing, pipeline installation, disinfection, backfill, and surface repair.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, payments shall be made on the basis of the progress of the Work. The progress of the Work shall be calculated based on the number of units completed and pricing shall be in accordance with the Bid Form.

ARTICLE 6 – COST OF THE WORK

6.01 Cost of the Work shall be determined as provided in Paragraph 13.1 of the General Conditions.

ARTICLE 7 – CHANGES IN THE CONTRACT PRICE

7.01 All adjustments to the contract price, whether increases or decreases, which result in a Change Order shall be subject to Paragraph 11.4 of the General Conditions.

ARTICLE 8 – PAYMENT PROCEDURES

8.01 *Submittal and Processing of Payments*

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

8.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 1st day of each month during construction as provided in Paragraphs 10.02.A.1 and 10.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be calculated on the basis of the progress of the Work. In the case of Unit Price Work, progress payments shall be based on the number of units completed and pricing shall be in accordance with the Bid Form.

1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:

- a. Prior to Substantial Completion, progress payments shall be paid using the prices stated in the Bid Form and based upon the number of units completed, provided that such units have been quantified and approved by the Engineer in accordance with Paragraph 13.3 of the General Conditions. In each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- 1) Ninety-five percent (95%) Cost of Work completed (with the balance being retainage).
- 2) Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- b. Such retainage of the Contract Price shall be held by Owner until the Project is completed and finally accepted by Owner in accordance with the provisions hereof.

Owner shall pay the full amount of such retainage to Contractor within sixty (60) days of final completion and acceptance, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to Contractor or a subcontractor prior to final payment shall, among other matters, require written approval from the surety furnishing bonds pursuant to Article 6 of the General Conditions.

8.03 *Final Payment*

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

ARTICLE 9 – INTEREST

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

ARTICLE 10 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 11 – ACCOUNTING RECORDS

11.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.1.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Construction Contract Cover (page 1).
 - 2. Notice of Award (page 2).
 - 3. This Agreement (pages 3 to 11, inclusive)
 - 4. Partial Notice to Proceed (page 12).
 - 5. Construction Notice to Proceed (page 13).
 - 6. Performance bond (pages 14 to 18, inclusive).
 - 7. Payment bond (pages 19 to 21, inclusive).
 - 8. Certificate of Substantial Completion (page 22).
 - 9. General Conditions (pages 23 to 92, inclusive).
 - 10. Supplementary Conditions (pages 93 to 102, inclusive).
 - 11. Specifications or Project Manual (not attached but incorporated by reference) bearing the following general title: Zone 1 West Waterline Project Manual.
 - 12. Drawings (not attached but incorporated by reference) bearing the following general title: Zone 1 West Waterline Construction Drawings.
 - 13. Addenda 1 to 7 (not attached but incorporated by reference).
 - 14. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 103 to 120, inclusive).
- 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 12.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 12.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

13.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR:

North Weld County Water District

Reynolds Construction, LLC

By: _____

By: 

Title: General Manager

Title: VICE PRESIDENT

(signed)

(signed)

Attest: _____

Attest: 

Title: _____

Title: ASST SECRETARY

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

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



With Respect to Reynolds Construction, LLC.

STATE OF COLORADO)

)

) ss.

COUNTY OF Adams)

)



The foregoing Agreement was acknowledged before me this 8 day of 10, 2025
by Jon Kinneff.

My commission expires:

Feb. 13th 2028

Sarah L Quinn

Notary Public

PARTIAL NOTICE TO PROCEED

Effective Date of Contract: December 8, 2025

Owner: North Weld County Water District

Owner's Contract No.: N/A

Engineer: Ditesco, LLC

Engineer's Project No.: N/A

Contractor: Reynolds Construction, LLC

Contractor's Project No.: N/A

Project: Zone 1 West Waterline

Contract Name: Zone 1 West Waterline

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **December 8, 2025**. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing preconstruction activities in accordance with its obligations under the Contract Documents. Preconstruction activities shall be limited to product submittals, material procurement, and deferred design of the water storage tank and trenchless waterline installation. No Work shall be done at the Site.

Owner: North Weld County Water District
Authorized Signature

By:

Title: General Manager

Copy: Engineer

CONSTRUCTION NOTICE TO PROCEED

Effective Date of Contract: December 8, 2025

Owner: North Weld County Water District

Owner's Contract No.: N/A

Engineer: Ditesco, LLC

Engineer's Project No.: N/A

Contractor: Reynolds Construction, LLC

Contractor's Project No.: N/A

Project: Zone 1 West Waterline

Contract Name: Zone 1 West Waterline

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **XXXXXXXX, 2025**. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 520, and the number of days to achieve readiness for final payment is 550.

Before starting any Work at the Site, Contractor must comply with the following:

None.

Owner: North Weld County Water District
Authorized Signature

By:

Title: General Manager

Copy: Engineer

**SECTION 00610
PERFORMANCE BOND**

CONTRACTOR: Reynolds Construction, LLC
1775 E. 69th Avenue
Denver, CO 80229

SURETY (*name and address of principal place of business*):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER
North Weld County Water District
32825 County Road 39
Lucerne, CO 80646

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 13, 2025

Amount: \$21,895,990.00 Twenty One Million Eight Hundred Ninety Five Thousand Nine Hundred Ninety and 00/100--Dollars

Description: Zone 1 West Waterline Project

BOND

Bond Number: 108329639

Date: October 13, 2025

Amount: \$21,895,990.00 Twenty One Million Eight Hundred Ninety Five Thousand Nine Hundred Ninety and 00/100--Dollars

Modifications to this Bond Form: None See Paragraph 16

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

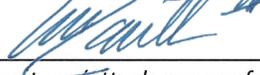
CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Travelers Casualty and Surety Company of America (seal)

By: 
Signature

By: 
Signature (attach power of attorney)

ERIC GRIFFIN
Print Name

William A. Kantlehner, III
Print Name

VICE PRESIDENT
Title

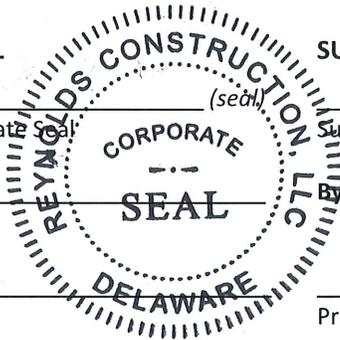
Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Assistant Secretary
Title

Elizabeth Dawson, Attorney-in-Fact
Title



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

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

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

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

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

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

NORTH WELD COUNTY WATER DISTRICT
ZONE 1 WEST WATERLINE
PAYMENT BOND
00615 - 1

SECTION 00615
PAYMENT BOND

CONTRACTOR: Reynolds Construction, LLC
1775 E. 69th Avenue
Denver, CO 80229

SURETY (name and address of principal place of business):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
North Weld County Water District
32825 County Road 39
Lucerne, CO 80646

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 13, 2025
Amount: \$21,895,990.00 Twenty One Million Eight Hundred Ninety Five Thousand Nine Hundred Ninety and 00/100--Dollars
Description: Zone 1 West Waterline

BOND

Bond Number: 108329639
Date: October 13, 2025
Amount: \$21,895,990.00 Twenty One Million Eight Hundred Ninety Five Thousand Nine Hundred Ninety and 00/100--Dollars
Modifications to this Bond Form: None See Paragraph 18

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

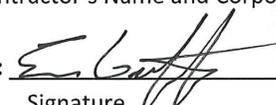
CONTRACTOR AS PRINCIPAL

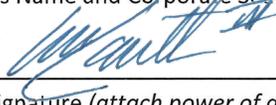
SURETY

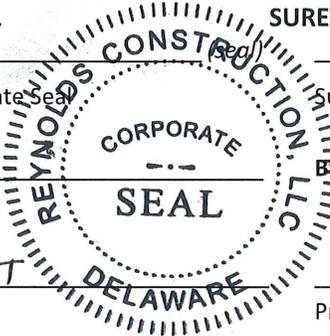
Contractor's Name and Corporate Seal

Travelers Casualty and Surety Company of America (seal)

Surety's Name and Corporate Seal

By: 
Signature

By: 
Signature (attach power of attorney)



ERIC GRIFFIN
VICE PRESIDENT
Print Name

William A. Kantlehner, III
Print Name

ERIC GRIFFIN
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

ASS & SECRETARY
Title

Elizabeth Dawson, Attorney-in-Fact
Title

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

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

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



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

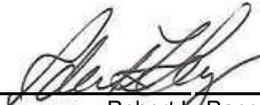
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Christopher E. von Allmen, Andrew O. Mucci, Kevin H. Bowling, Adam Terry, and Andrew G. Windhorst Jr. of Louisville, Kentucky** their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies, business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 13th day of October, 2025




Kevin E. Hughes, Assistant Secretary

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

SECTION 00625

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: North Weld County Water District

Owner's Contract No.: N/A

Contractor: Reynolds Construction, LLC

Contractor's Project No.: N/A

Engineer: Ditesco, LLC

Engineer's Project No.: N/A

Project: Zone 1 West Waterline

Contract Name: Zone 1 West Waterline

This Certificate of Substantial Completion applies to:

All Work

The following specified portions of the Work:

Date of Substantial Completion

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

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

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

Amendments to Owner's responsibilities:

None

As follows

Amendments to Contractor's responsibilities:

None

As follows:

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

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

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: _____
(Authorized signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents..
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.1 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.3, 5.4, and 5.6.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.2 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight....
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.3 or 15.4).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.2 *Copies of Documents*

- ~~A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.3 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.4 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.3.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.5 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.3.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.6 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.1 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.2 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.3 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.1.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.1.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.5 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.5 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.1 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Partial Notice to Proceed for submittals and material procurement will be issued prior to the Construction Notice to Proceed.

4.2 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.3 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.4 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.5 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.5) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.4, or as Owner and Contractor may otherwise agree in writing.

4.5 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.3 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.1 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.2 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.3 *Subsurface and Physical Conditions*

~~A. *Reports and Drawings:* The Supplementary Conditions identify:~~

- ~~1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;~~
- ~~2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and~~
- ~~3. Technical Data contained in such reports and drawings.~~

~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.~~

5.4 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.3 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

~~then Contractor shall, promptly after becoming aware thereof~~ and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.4.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.4.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.3; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.4.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.5 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, ~~then Contractor shall, promptly after~~

~~becoming aware thereof~~ and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.3;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.5.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.6 Hazardous Environmental Conditions at Site

- A. ~~Reports and Drawings: The Supplementary Conditions identify:~~
- ~~1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
 - ~~2. Technical Data contained in such reports and drawings.~~
- B. ~~Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
 - ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.6.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.6.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.6.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.6.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.3, 5.4, and 5.5 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.1 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.8, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.2 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.3 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.3 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.4 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.3, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.5 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.5, Paragraphs 6.6 and 6.7, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.5 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.4, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.5, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.6 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.5, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.4, after Substantial Completion pursuant to Paragraph 15.3, or after final payment pursuant to Paragraph 15.6.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.6.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.7 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.5 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.5 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.2 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.3 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.4 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.5.

7.5 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.5.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.5.D, by timely submittal of a Change Proposal.

7.6 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.7 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.8 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.9 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.3.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.6.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.1 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.2 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.3 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.1 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.2 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.3 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.4 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.5 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.1.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.3.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.6 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.7 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.8 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.2.B.

9.9 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.6.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.1 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.2 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.8. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.3 *Project Representative*

~~A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.8. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.~~

10.4 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.5 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.6 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.3.

10.7 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.8 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.6.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.8 shall also apply to the Resident Project Representative, if any.

10.9 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.1 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.4 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.2 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.3 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.5.

11.4 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.6. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.3); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.4.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.1.B.1 and 13.1.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.1.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.4.C.2.a and 11.4.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.1.A.1 and 13.1.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.1.B.4, 13.1.B.5, and 13.1.C;
 - e. ~~the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~
 - f. ~~when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.4.C.2.a through 11.4.C.2.e, inclusive.~~

11.5 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.6. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.5, concerning delays in Contractor's progress.

11.6 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.7 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.2, (b) required because of Owner's acceptance of defective Work under Paragraph 14.4 or Owner's correction of defective Work under Paragraph 14.7, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.6, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.7, it shall be deemed to be of full force and effect, as if fully executed.

11.8 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.1 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* ~~The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.~~ The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.1 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.1 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.1.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.1.
- ~~4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.~~
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.5), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.1.B.1 or specifically covered by Paragraph 13.1.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.4.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.2 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.3 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. ~~Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:~~
 - ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;~~
 - ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
 - ~~3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.~~

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.1 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.2 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.5.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.3 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.4 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.5 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.6 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.7 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.7, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.7 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.7.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.1 Progress Payments

- A. *Basis for Progress Payments:* ~~The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated~~ into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.3. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.3, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.1.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.1.C.1 and subject to interest as provided in the Agreement.

15.2 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.3 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.4 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.3.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.3 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.5 regarding builder's risk or other property insurance.

15.5 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.6 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.6.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.7. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.7 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.5, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.8 *Correction Period*

- ~~A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - ~~1. correct the defective repairs to the Site or such other adjacent areas;~~
 - ~~2. correct such defective Work;~~
 - ~~3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and~~
 - ~~4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.~~~~
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.2 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.2.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.2.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.2.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.1.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.2.B and 16.2.D.

16.3 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.4 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.3.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.1 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.1 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.2 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.3 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.4 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.5 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.6 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.7 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.8 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

- SC-1.1 Add to the list of definitions in Paragraph 1.1.A by inserting the following as numbered items in their proper alphabetical positions:
- A. *Final completion* – Owner’s acceptance of the Work upon confirmation from Engineer, Owner’s Representative and Contractor that the Work is totally complete in accordance with Contract Documents.
- SC-1.2 Add the following language at the end of Paragraph 1.2.C:
- A. ...unless otherwise defined.
- SC-2.2 Delete Paragraph 2.2.A in its entirety and insert the following new paragraph in its place:
- A. Owner shall furnish to Contractor one (1) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.
- SC-2.4 Amend the first sentence of Paragraph 2.4.A to read as follows:
- A. Unless otherwise specified in the General Requirements, before any Work...
- SC-2.5 Amend the first sentence of Paragraph 2.5.A to read as follows:
- A. Unless otherwise specified in the General Requirement, at least 10 days before...
- SC-3.3 Add the following new paragraph after Paragraph 3.3.B.1:
- 2. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - a. Agreement,
 - b. Addenda, with those of later date having preference over those of earlier date,
 - c. Supplementary Conditions,
 - d. Standard General Conditions of the Construction Contract,

- e. Drawings and Specifications. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with Engineer’s interpretation.

SC-4.1 Delete Paragraph 4.1.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. Interim work package milestones may be defined in various notice to proceed transmittals to the Contractor if such milestones are defined by the Owner.

SC-4.5 Replace Paragraph 4.5.C, first sentence, to read as follows:

- C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price.

SC-5.2.A Add the following new paragraph immediately after Paragraph 5.2.A.2:

- 3. The responsibility for protection and safekeeping of equipment and materials on or near the site is entirely that of the Contractor, and no claim shall be made against the Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor shall immediately move same. No materials or equipment may be placed upon the Owner’s property until the Owner has agreed to the location contemplated by the Contractor to be used for storage.

SC-5.2.D Add the following new paragraphs immediately after Paragraph 5.2.D:

- E. *Use of Owner Property:* The Contractor may be permitted to use available land belonging to the Owner on or near the site of the work for construction purposes and for the storage of material and equipment. The location and extent of the areas so used shall be as designated by the Owner.
- F. The Contractor shall not use or operate any water valves, hydrants, switches, or any other Owner facilities or utilities of any kind without the written consent of the Owner. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

SC-5.3 Delete Paragraphs 5.3.A and 5.3.B in their entirety and insert the following:

- A. The Following reports of explorations or tests of subsurface conditions at or adjacent to the Site are available to bidders:
 - 1. CTL Thompson Geotechnical Investigation – Zone 1 Waterline
Dated November 14, 2024
- B. The following record drawings are available to the bidders:

1. The Owner has provided the Contractor with full access to all known record drawings of the water distribution system that have been requested.

SC-5.4 Amend Paragraph 5.4.A, last paragraph, first line, to read as follows:

- A. ...then Contractor shall, no later than three (3) calendar days after becoming aware thereof...

SC-5.5 Amend Paragraph 5.5.B, third line, to read as follows:

- A. ...Contractor shall, no later than three (3) calendar days after becoming aware thereof...

SC-5.6 Delete Paragraphs 5.6.A and 5.6.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environment Conditions at the Site are known to Owner.
- B. Not Used.

SC-6.3 Add the following new paragraph immediately after Paragraph 6.3.J:

- K. The limits of liability for the insurance required by Paragraph 6.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.3.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>

Foreign voluntary worker compensation	<u>Statutory</u>
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2. Contractor's Commercial General Liability under Paragraphs 6.3.B and 6.3.C of the General Conditions:

General Aggregate	\$ <u>5,000,000</u>
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Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
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Personal and Advertising Injury	\$ <u>1,000,000</u>
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Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>
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3. Automobile Liability under Paragraph 6.3.D. of the General Conditions:

Bodily Injury:

Each person \$ 1,000,000

Each accident \$ 1,000,000

Property Damage:

Each accident \$ 1,000,000

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ N/A

General Aggregate \$ N/A

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include the Owner's representative as additional insureds.

SC-6.5 Provide Property Insurance as required in Section 6.5 of the General Conditions. Property insurance furnished under this Contract shall have deductibles no greater than \$1,000 for all sub-limits except for earthquake, which shall have a maximum deductible of \$5,000. When coverage for flood, landslide, or mudslide are included, the maximum deductible applicable to such coverage shall be \$50,000.

SC-7.9 Add a new paragraph immediately after Paragraph 7.9.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of municipalities and counties thereof on all materials to be incorporated into the Work.

1. Contractor shall apply to the Department of Revenue, Sales Tax for a tax exemption certificate for the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
3. Owner will not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

SC-7.20 Add "Pre-Existing Conditions; Errors and Omissions"

- A. The Contractor acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its Unit Price Proposal for the Work. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for Construction Phase Services arising from Project conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

SC-10.3 Delete Paragraph 10.3 A in its entirety and replace with the following:

- A. The duties and obligations of the Resident Project Representative under the General Conditions shall be fulfilled by the Owner's Representative, not a representative of the Engineer. All contract administration authority provided to Engineer in the General Conditions is changed to the Owner's representative.

SC-11.4 Add the following paragraph 11.4.B.4:

4. Contractor shall submit on a daily basis, or at an interval determined by Owner's Representative, the actual costs for all labor, materials, equipment and incidentals utilized in the performance of the change for Owner's Representative review. The format of the submittal shall be as determined by Owner's Representative.

Add the following new paragraph immediately after Paragraph 11.4.C:

- D. This paragraph 11.4 is subject to the change order requirements set forth in SC-11.7.

Revise paragraphs 11.4.E and F:

- E. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease; and
- F. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed based on a net change only in accordance with Paragraphs 11.4.C.2.a through 11.4.2.e, inclusive.

SC-11.7 Add the following new paragraphs immediately after Paragraph 11.7.A.4:

5. A fully executed Change Order represents full and final settlement for all costs (including all impact costs) and time relating to the work included in the change order. The following language shall be typed on the face of each Change Order:

THIS CHANGE ORDER CONSTITUTES FULL AND FINAL SETTLEMENT FOR ALL COSTS AND TIME ASSOCIATED WITH THE WORK DESCRIBED HEREIN. COSTS ARE DEFINED TO INCLUDE ALL DIRECT AND INDIRECT LABOR COSTS RELATED TO, AND/OR OCCASIONED BY THE WORK DESCRIBED HEREIN; ALL MATERIAL AND EQUIPMENT COSTS RELATED HERETO; ANY AND ALL IMPACT COSTS RELATED TO AND/OR OCCASIONED BY THE PERFORMANCE OF THIS WORK; AS WELL AS ALL APPLICABLE TAXES, INSURANCE, BONDS, AND PROFIT. ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

6. The Contract Documents are subject to Section 24-91-103.C.R.S., and in accordance therewith:
 - a. Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable Work to be performed that will cause the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:
 1. Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional Work have been made and are available prior to performance of the additional Work; or
 2. The additional Work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from Owner explaining the expected sources of funding for the additional Work. In the event Owner does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop Work until such time as Owner provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with any assurances provided under this Paragraph shall not limit or restrict Contractor from making a Claim under the Contract Documents for an adjustment in the Contract Price or Contract Times or otherwise for expenses or damages directly attributable to Contractor's stoppage of the Work as permitted hereunder.
 - b. For any Change Order or other directive (other than a clarifications) that requires additional compensable Work to be performed, Owner shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed Work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable Work to be performed.

SC-12.1.B Amend the first sentence of Paragraph 12.1.B to read as follows:

- B. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than seven (7) calendar days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within seven (7) calendar days of the decision under appeal.

Add the following new paragraph immediately after Paragraph 12.1.B:

- C. Owner shall give notice to the Surety of any Claim that Owner might assert against Contractor on the performance bond or the payment bond, unless waived in writing by the Surety. Owner's act of giving such notice or failure to give such notice shall not affect Owner's right to seek or pursue any remedy provided for in such bonds or under any other provisions of the Contract Documents. This provision does not modify Contractor's obligations to provide notification to the Surety under the General Conditions.

SC-12.1.G Add the following paragraphs immediately after Paragraph 12.1.G:

- H. *Referral of Claims to Design Professional:* No claim or defense of Owner shall be barred for failure to refer an item of dispute to Engineer. Owner and Contractor agree that any requirement in the Contract Documents to refer a claim to Engineer or any other party as a condition precedent to exercising any lawful remedies shall not be a bar to bringing an action in a court of competent jurisdiction if Owner or Contractor has a reasonable belief that complying with such referral requirement might jeopardize its ability to exercise such remedies due to the running of the applicable statute of limitations or the application of an equitable defense such as waiver, estoppel or laches. Promptly following the filing of an action under such circumstances, Owner and Contractor shall then proceed to comply with such claim referral process to the extent not stayed by a court of competent jurisdiction.
- I. *Two-Year Statute of Limitations:* Any claim or action at law or in equity upon or arising out of the Contract Documents or the Work performed thereunder (except for a state action based in tort, which shall be subject to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.) which is asserted by Contractor against Owner shall be commenced within two (2) years from the date when such claim or action accrued pursuant to Section 13-80-102(1)(h), C.R.S., or such claim or action shall thereafter be barred.

SC-13.1.B Add the following after the fourth sentence in 13.1.B.1:

- B. Under no circumstances shall personnel other than superintendents, foremen, or craft laborers spend more than 40 hours per week on the Work.

Delete Paragraph 13.1.B.4 in its entirety.

SC-13.1.C Add the following new paragraph immediately following Paragraph 13.1.C.5:

- 6. The cost of special consultants (including engineers, architects, testing laboratories, surveyors, attorneys and accountants) shall not be included in any cost of the Work or otherwise be the obligation of Owner, unless specified in the bidding documents or approved in advance by Owner in its sole discretion.

SC-13.1.E Add the following to Paragraph 13.1.E.

Based on the selection criteria included in the request for proposals or bid documents, Contractor shall recommend to the Owner the bid/proposal that provides the best value for the Project. Upon Owner's concurrence in the recommendation, Contractor may negotiate the terms of the subcontract with the apparent best value bidder/proposer.

SC-13.3 Delete Paragraph 13.3.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC-14.6.A Add the following language to the beginning of Paragraph 14.6.A:

- A. If Owner observes a substantial violation of Paragraph 7.12, or ...

SC-15.1.A Amend the first sentence of Paragraph 15.1.A to read as follows:

- A. The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments, unless modified in the schedule provisions contained in the General Requirements, and will be incorporated ...

SC-15.6.A Modify the first sentence of Paragraph 15.6.A.1

- A. After Contractor has, in the opinion of Engineer and Owner's Representative, satisfactorily...

SC-15.6.D Add the following language after the last sentence of Paragraph 15.6.D:

- D. Owner shall, no later than fourteen (14) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was contracted for or performed pursuant to Section 38-26-107, C.R.S. The requirements set forth in Section 38-26-107, C.R.S. are incorporated into this Paragraph 15.6 and shall control in the event of any conflict with the Contract Documents.

SC 15.8 Delete Paragraph 15.8.A in its entirety and insert the following in its place:

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements

or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

SC-17.1 Add the new paragraph immediately after Paragraph 17.1.B:

- C. Any mediation or arbitration provision in the contract Documents shall be optional and subject to the mutual consent of Owner and Contractor, each in their sole discretion. Compliance with any mediation or arbitration procedure shall not be a pre-requisite to bringing an action in a court of competent jurisdiction.

SC-18.9 *Independent Contractor*

- A. The Owner hereby retains the Contractor for the Project to perform the services on the terms and conditions specified in the Contract Documents, and the Contractor agrees so to serve. The parties agree that the Contractor shall be an independent contractor and shall not be an employee of the Owner. The Contractor, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Contractor is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

SC-18.10 *Cooperation with the Owner*

- A. The performance of construction work that affects the operation of the Owners utility systems shall be scheduled to be performed only at times acceptable to the Owner.

In the event that it is necessary to either interrupt or to impose abnormal operating conditions on any Owner utility system, such procedure must be acceptable to the Owner and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the Owners convenience taking into consideration the facilities and requirements at all times during construction.

The Contractor shall be responsible for paying all regular and premium time labor costs arising from the necessity to perform work that affects the Owners system facilities at times other than regular working hours.

SC-18.11 *Governmental Immunity Act*

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

END OF SECTION

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Dan Egger, PE**
Ditesco Services
dan.egger@ditescoservices.com
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Tabulation
 - B. List of Proposed Subcontractors
 - C. Time and Materials Rate Sheets

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:
 - 1. **See attached Bid Tabulation.**
 - B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of Addenda 1 through 7 :

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Reynolds Construction LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Eric Griffin

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

9/23/2025

(typed or printed)

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

Attest:



(individual's signature)

Name:

Jon Kinney

(typed or printed)

Title:

Asst. Secretary

(typed or printed)

Date:

9/23/2025

(typed or printed)

Address for giving notices:

1775 E 69th Avenue, Denver, CO. 80229

Bidder's Contact:

Name:

Nick Collette

(typed or printed)

Title:

Project Manager/Estimator

(typed or printed)

Phone:

720-537-4966

Email:

nick.collette@reynoldscon.com

Address:

1775 E 69th Avenue, Denver, CO. 80229

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

Bid Tabulation - Reynolds Construction					
Zone 1 West					
WATERLINE INSTALLATION					
Item No.	Description of Work	Quantity	Unit	Unit Cost	Extension
1	Mobilization	LS	1	238,796.00	\$ 238,796.00
2	Traffic Control	LS	1	67,785.00	\$ 67,785.00
3	Owner's Field Offices	EA	8	12,007.00	\$ 96,056.00
4	Sediment and Erosion Control	LS	1	272,265.00	\$ 272,265.00
5	Contaminated Soils Removal and Replacement	TON	2225	63.00	\$ 140,175.00
6	Trench Stabilization	CY	4900	120.00	\$ 588,000.00
7	Cutoff Wall	EA	14	5,840.00	\$ 81,760.00
8	42-inch Welded Steel Waterline	LF	11103	504.00	\$ 5,595,912.00
9	30-inch Welded Steel Waterline	LF	2588	436.00	\$ 1,128,368.00
10	20-inch PVC Waterline	LF	10450	197.00	\$ 2,058,650.00
11	Larimer County Canal: 42-inch WSP Open Cut Installation	LF	160	2,127.00	\$ 340,320.00
12	Larimer County Canal: 20-inch PVC Open Cut Installation	LF	150	1,180.00	\$ 177,000.00
13	Highway 257 Tunnel: Shafts	LS	1	228,620.00	\$ 228,620.00
14	Highway 257 Tunnel: 42-inch WSP Casing Pipe Installation	LF	110	2,824.00	\$ 310,640.00
15	Highway 257 Tunnel: 30-inch WSP Carrier Pipe Installation	LF	110	905.00	\$ 99,550.00
16	WCR 80: 20-inch PVC Open Cut Installation and Connection to Existing	LF	100	385.00	\$ 38,500.00
17	WCR 13: Waterline A Connection to Existing	LS	1	212,875.00	\$ 212,875.00
18	WCR 13: Remove and Replace Existing 36" BFV	LS	1	44,500.00	\$ 44,500.00
19	Waterline T1 Connection to Existing	LS	1	165,650.00	\$ 165,650.00
20	Highway 257: Waterline B Connection to Existing	LS	1	82,245.00	\$ 82,245.00
21	WCR 78: Waterline C Connection to Existing	LS	1	87,460.00	\$ 87,460.00
22	Combination Air Release/Air Vacuum Manhole Assembly: 42-inch Waterline	EA	3	83,400.00	\$ 250,200.00
23	Combination Air Release/Air Vacuum Assembly: 20-inch Waterline	EA	4	43,465.00	\$ 173,860.00
24	Blowoff Assembly: 42-inch Waterline	EA	4	30,450.00	\$ 121,800.00
25	Blowoff Assembly: 30-inch Waterline	EA	1	30,923.00	\$ 30,923.00
26	Blowoff Assembly: 20-inch Waterline	EA	4	19,115.00	\$ 76,460.00
27	42" BFV Vault	EA	1	295,900.00	\$ 295,900.00
28	30" BFV Vault	EA	1	220,720.00	\$ 220,720.00
29	Waterline Filling, Hydrostatic Testing, and Dewatering	LS	1	265,920.00	\$ 265,920.00
30	Silage Pit Backfill and Restoration	LS	1	94,660.00	\$ 94,660.00
31	Seeding and Surface Restoration	AC	53	1,920.00	\$ 101,760.00
32	Ship Loose Items	LS	1	21,830.00	\$ 21,830.00
TANK SITE INSTALLATION					
33	Site Grading and Drainage	AC	4	440,010.00	\$ 1,760,040.00
34	Pre-Stressed (AWWA D110) Tank Deferred Design	LS	1	86,730.00	\$ 86,730.00
35	Pre-Stressed (AWWA D110) Tank Construction	LS	1	5,437,190.00	\$ 5,437,190.00
36	Tank Piping and Valving (Tank to Main Lines)	LS	1	429,780.00	\$ 429,780.00
37	24-inch PVC Tank Drain Line	LF	470	404.00	\$ 189,880.00
38	Site Electrical and Security	LS	1	198,160.00	\$ 198,160.00
39	Fence and Gate	LF	1350	63.00	\$ 85,050.00
TOTAL					\$ 21,895,990.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299	CONTACT NAME: Ashley Kennard PHONE (A/C, No, Ext): 225-906-0114 E-MAIL ADDRESS: Ashley_Kennard@ajg.com	FAX (A/C, No): 225-292-3893
	INSURER(S) AFFORDING COVERAGE	
INSURED Reynolds Construction, LLC 6225 North Co Rd. 75 E Orleans, IN 47452	INSURER A: Travelers Property Casualty Co of America NAIC # 25674	
	INSURER B: Phoenix Insurance Company NAIC # 25623	
	INSURER C: Charter Oak Fire Insurance Company NAIC # 25615	
	INSURER D: AGCS Marine Insurance Company NAIC # 22837	
	INSURER E: Convex Insurance UK Limited	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 626770733

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	VTN-CO-4S965689-PHX-25	4/28/2025	4/28/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTK-CAP-4S965690-IND-25	4/28/2025	4/28/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP4S965708-25-25	4/28/2025	4/28/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-2T727596-25-25-K	4/28/2025	4/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Builders Risk	Y	Y	MZI93088853	4/28/2025	4/28/2026	Limit	\$25,000,000
E	Poll/Prof Liability	Y	Y	CPL000005-0425	4/28/2025	4/28/2026	Occl/Agg	\$5,000,000

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

GENERAL LIABILITY COVERAGE FORM:

- (1) Blanket Additional Insured - Owners, Lessees & Contractors if required by written contract as respect to CGL (CG 2010 10 01)
 - (2) Blanket Additional Insured - Owners, Lessees & Contractors - Completed Operations if required by written contract as respect to CGL (CG 2037 10 01)
 - (3) Blanket Waiver of Subrogation is provided if required by written contract as respects to General Liability
 - (4) Primary - Non-Contributory Provisions Provided if required by written contract
 - (5) Contractual Liability Included
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

North Weld County Water District
 32825 County Road 39
 Lucerne, CO 80646

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Reynolds Construction, LLC 6225 North Co Rd. 75 E Orleans, IN 47452	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

6) Per Project General Aggregate Applies

AUTOMOBILE COVERAGE FORM:

- (1) Blanket Additional Insured with respects to Automobile Liability as required by written contract (CAT 499 12 16)
- (2) Blanket Waiver of Subrogation is provided if required by written contract as respects to Automobile Liability
- (3) Primary - Non-Contributory Provisions Provided if required by written contract

WORKERS COMP COVERAGE FORM:

- (1) Blanket Waiver of Subrogation is provided if required by written contract with respects to Workers Comp as required By written contract

UMBRELLA COVERAGE FORM:

- (1) Follow form over the General Liability, Auto Liability and Workers Compensation as required by written contract

30 day notice of cancellation except 10 days for nonpayment of premium

DESCRIPTION/PROJECT TITLE: North Weld County Water District Zone 1 West Waterline Project
 North Weld County Water District is listed as additional insured when required by written contract.



Sub Contractor List

NWCWD Zone 1 West Waterline Project

Trade Subcontractors:

1. D110 Type II Tank Deferred Design & Construction: ~~PreLoad Inc.~~ DN Tanks
2. Boring Contractor: Horizontal Boring & Tunneling CO.
T&M sheets are included for these Subcontractors

Sub Contractor's and Vendors List:

1. BLS Electric.
2. Silver Bull Concrete.
3. Cobalco.
4. Standard Fencing.
5. Wylaco Supply
6. American Portable Buildings.
7. Onyx Paving.
8. Ferguson Waterworks
9. Fortress Development Services.
10. Copeland Precast
11. Arnolds Ag
12. Northwest Pipe
13. Ground Engineering
14. Burnt Mountain Traffic Control
15. Mile Hig Tree Service
16. Premier Grading & Hauling
17. Mountain Man Welding
18. King Survey
19. Applewood Painting
20. Farrwest Corrosion
21. Qualcorr

T&M Rate sheets can be provided as required.



2025 LABOR & EQUIPMENT RATES

Prepared by Reynolds Construction, LLC
January 1, 2025

Markup (Overhead & Profit)		12%
Supervisory Staff (Rates do not include markup for overhead and profit)		Hourly Rate
Sr. Project Manager / Preconstruction Manager	\$	225.00
Construction Manager / General Superintendent	\$	165.00
Project Manager	\$	160.00
Superintendent	\$	150.00
Assistant Project Manager	\$	130.00
Project Coordinator / Engineer	\$	105.00
QC/QA Manager	\$	135.00
Project Safety Manager	\$	115.00
Field Labor Classification (Rates do not include markup for overhead and profit)		Hourly Rate
Foreman	\$	132.00
Short Crew Foreman	\$	119.80
Operator 4 (Excavator/Motor Grader)	\$	124.60
Operator 3 (Loader/Dozer/Compactor)	\$	98.25
Topman	\$	82.50
Pipelayer	\$	76.90
Laborer	\$	64.00
Truck Driver (CDL)	\$	88.00
Carpenter	\$	82.50
Mechanic	\$	98.85
Certified Welder	\$	128.00
Equipment (Rates do not include markup for overhead and profit)		Hourly Rate
Excavators		
Caterpillar 395	\$	478.50
Caterpillar 374	\$	293.30
Caterpillar 352	\$	275.10
Caterpillar 335	\$	263.25
Caterpillar 330	\$	263.25
John Deere 870	\$	460.30
John Deere 470	\$	275.10
Hitachi 470	\$	275.10
Kubota KX57 Mini Excavator	\$	74.80
Rubber Tired Loaders		
John Deere 824	\$	241.15
John Deere 744	\$	229.40
John Deere 724	\$	152.75
John Deere 644	\$	143.10
Kubota R630	\$	65.60
Articulated Frame Graders		
John Deere 772G	\$	130.90
Crawler Dozers		
John Deere 850	\$	198.65
Tractor Backhoe Loaders		
John Deere 310	\$	96.45
Skid Steer Loaders		
Bobcat 753	\$	33.00
Compactors		
Rex 335 Sheepsfoot	\$	128.65
Caterpillar CP-563	\$	88.70
Sheepsfoot Compactor - Excavator Mounted	\$	12.00
Split Wheel Compactor - Excavator Mounted	\$	12.00

	Water Trucks	
	1500 / 2000 Gallon Water Truck	\$ 55.00
	4000 Gallon Water Truck	\$ 75.00
	Trucks	
	Light Duty Pickup (1/2 Ton) (Supervisory Staff)	\$ 23.75
	Heavy Duty (3/4 Ton) Pickup (Foreman)	\$ 28.60
	Heavy Duty (1 Ton) Pickup (Short Crew Foreman)	\$ 35.50
	Utility Trailer	\$ 18.00
	Tractor w/ Flatbed or Lowboy Trailer	\$ 135.00
	Heavy Haul Tractor w/ Lowboy Trailer	\$ 215.00
	Mechanic / Service Truck	\$ 75.00
	Single Axel Dump Truck	\$ 55.00
	Miscellaneous	
	Trench Shoring Box (Small)	\$ 7.50
	Trench Shoring Box (Standard)	\$ 11.00
	Trench Shoring Box (Large)	\$ 19.50
	65' Trench Shoring Train Box (Steel Pipe)	\$ 39.00
	12 CY Bedding Box	\$ 9.50
	18 CY Bedding Box	\$ 14.25
	30 CY Bedding Box	\$ 23.25
	Steel Trench / Road Plates	\$ 7.50
	Levels/Transit/PipeLaser (Package)	\$ 10.00
	Small Tools	\$ 8.00
	Hydrostatic Test Pump	\$ 12.00
	Disinfection Trailer	\$ 40.00



Andrew Minogue, P.E.

Vice President of Engineering



Philadelphia, PA
3 – 32.0 MG Water Storage Tanks
Philadelphia Water Department

2018 – Present

Vice President of Engineering

Responsible for management and direction of the Engineering Department across the US.

2016 – 2018

Engineering Manager

Responsible for management and direction of the Engineering Department in the Central and Eastern US.

2008 – 2016

Southwest Engineering Manager

Responsible for the management of the Southwest engineering department, including final design calculations and computer-generated drawings company wide.

2002 – 2008

Senior Design Engineer

Responsible for final design calculations and computer-generated drawings for precast, prestressed concrete water, wastewater and Thermal Energy storage tanks company wide. Interacts with consulting engineers, suppliers and the construction department to resolve tank design questions. Reviews design work for inconsistencies and adherence to project specifications. Develops computer programs for in-house design work.



Orlando, FL
3.0 MG TES Tank
University of Central Florida (UCF)

1997 – 2002

Design Engineer

Responsible for final design calculations and computer-generated drawings for precast, prestressed concrete water and wastewater tanks, including cylindrical shell walls, spherical domes, 2-way flat slabs, columns, shallow footings and precast erection throughout the company as assigned.

577

Total Projects
Impacted

32.0 MG

Largest Project

550'

Largest Inside
Diameter

99.5'

Tallest Tank



BUILT
FOR THE FUTURE



Andrew Minogue, P.E.

Vice President of Engineering

Education

Villanova University, Villanova, PA
Bachelor of Science Degree in Civil Engineering
Northeastern University, Boston, MA
Masters of Science in Civil Engineering

Memberships

American Concrete Institute Committee 350: Code Requirements for Environmental Engineering Concrete Structures (Secretary and Voting Member of Main Committee, Chair of Structural Subcommittee and Secretary of Seismic Subcommittee)
American Concrete Institute Committee 372: Design and Construction of Circular, Wire and Strand-Wrapped Prestressed Concrete Structures (Chair)
American Water Works Association Committee D110: Wire- and Strand-Wound, Circular, Prestressed Concrete Water Tanks (Secretary and Voting Member), American Society of Heating, Refrigerating and Air-Conditioning Engineers, Technical Committee 6.9, Thermal Storage

Professional Engineering Registrations

Registered Professional Engineer in Alabama, Arizona, Arkansas, Colorado, Connecticut, Florida, Georgia, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, New Hampshire, New Mexico, North Carolina, North Dakota, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Wisconsin



BUILT
FOR THE FUTURE



Jesus Meza

Superintendent



Highlands Ranch, CO
1 – 2.0 MG Water Storage Tank
Dominion Water & Sanitation District

2013 – Present

Superintendent

Responsible for project completion within budget, in compliance with contract specifications, with high quality, and on time. Consults with the Project Manager and provides recommendations as necessary to improve project performance. Company representative at the job site in charge of all operations including DN Tanks Safety Program. Position reports to the Construction Manager.

2010 – 2013

Assistant Superintendent

Responsible for performing and supervising the completion of all the work required throughout each of the phases of the tank building process. Hands-on supervisor responsible for assigning and following up on the work of others. Position reports to the Superintendent.



Watkins, CO
1.0 MG Water Storage Tank
City of Borger, TX

2008 – 2010

Labor Foreman

Responsible for the day-to-day direction of the local labor pool in all labor assignments. Provides training to Laborer Apprentices and non-company personnel throughout any given project. Position reports to the Superintendent.

24

Total Project
Impacted

5.0 MG

Largest Project

143'

Largest Inside
Diameter

44'

Tallest Tank



BUILT
FOR THE FUTURE

Richardson, TX, USA
Year Built: 2024
1 - 5.00 MG (220.00 FT ID x 17.50 FT SWD x 18.42 FT WH)
Project Name: 825 Pressure Zone CMAR Proposal Package 2 – Richardson 5.0 Ground Storage Tank

Owner: City of Richardson
Engineer: Freese and Nichols Headquarters

Longmont, CO, USA
Year Built: 2023
1 - 8.00 MG (220.00 FT ID x 28.00 FT SWD x 30.00 FT WH)
Project Name: Price Park Tank Replacement

Owner: City of Longmont
Engineer: Burns & McDonnell

Lubbock, TX, USA
Year Built: 2023
1 - 8.00 MG (180.00 FT ID x 42.00 FT SWD)
Project Name: RFP 21-15819-CM - North Water Treatment Plant 8 Million-Gallon Ground Storage Tank Improvements

Owner: City of Lubbock Utilities
Engineer: Garver Engineers

Waukesha, WI, USA
Year Built: 2023
2 - 8.60 MG (180.50 FT ID x 45.00 FT SWD)
Project Name: Great Lakes Water Supply Program, Contract Package 3 and 3A

Owner: Waukesha Water Utility
Engineer: Greeley & Hansen Headquarters

Waxahachie, TX, USA
Year Built: 2023
1 - 7.00 MG (200.00 FT ID x 30.00 FT SWD x 30.50 FT WH)
Project Name: Red Oak Creek Regional Wastewater System Peak Flow Storage System and Flood Improvements

Owner: Trinity River Authority of Texas Headquarters
Engineer: Freese and Nichols

Atoka, OK, USA
Year Built: 2022
1 - 5.00 MG (150.00 FT ID x 38.00 FT SWD)
Project Name: Project No. WC-0863 Balancing Tank Replacements for Atoka Pipeline Pump Stations

Owner: Oklahoma City Water Utilities Trust
Engineer: Burns & McDonnell

Lamesa, TX, USA
Year Built: 2022
1 - 14.00 MG (250.00 FT ID x 40.00 FT SWD)
Project Name: Water System Improvements USDA Loan #5, Contract 2: 14-MG Ground Storage Tank

Owner: City of Lamesa
Engineer: Parkhill, Smith & Cooper, Inc.

Atoka, OK, USA
Year Built: 2021
2 - 5.00 MG (150.00 FT ID x 38.00 FT SWD)
Project Name: Project No. WC-0863 Balancing Tank Replacements for Atoka Pipeline Pump Stations

Owner: Oklahoma City Water Utilities Trust
Engineer: Burns & McDonnell

East St. Louis, IL, USA
Year Built: 2021
2 - 5.00 MG (146.00 FT ID x 40.00 FT SWD)
Project Name: Interurban District East St. Louis WTF Clearwell & High Service Pump Station UV & Transfer Pump Station

Owner: Illinois-American Water Company
Engineer: Black & Veatch



BUILT
FOR THE FUTURE

Statement of Experience

Oklahoma City, OK, USA

Year Built: 2021

2 - 6.33 MG (250.00 FT ID x 17.25 FT SWD)

Project Name: Clearwell No. 4 and No. 5, OCWUT Project No. WT-0159, Redundancy and Resiliency Improvements

Owner: City of Oklahoma City

Engineer: Carollo Engineers

Carlsbad, NM, USA

Year Built: 2019

1 - 5.00 MG (210.00 FT ID x 19.50 FT SWD)

Project Name: Double Eagle Phase 3 Water System Improvements

Owner: City of Carlsbad

Engineer: Molzen-Corbin & Associates



BUILT
FOR THE FUTURE

September 24, 2025

Reference: **Zone 1 West Waterline**
North Weld County Water District
Ditesco

DN TANKS LABOR AND MATERIALS RATE SHEET

Please find the fully burdened time and material rate sheet for anticipated labor and equipment for determining values of future time and material work.

ITEM DESCRIPTION	RATE
Superintendent	\$129.54/HR
Carpenter	\$59.86/HR
Ironworker	\$63.83/HR
Laborer	\$56.66/HR
Finisher	\$58.65/HR
Operator	\$57.19/HR
Per Diem	\$137.50/Day
Office Trailer	\$54.00/Day
Rough Terrain Forklift	\$570.00/Day
40-Foot Boom Lift	\$460.00/Day
185 CFM Air Compressor	\$156.00/Day



HORIZONTAL BORING AND TUNNELING CO.
2025 STANDARD LABOR RATES

Labor Type	Category	UOM	Straight Time Rate	Over Time Rate
Foreman	Field Supervisor	HR	\$78.03	\$103.16
TBM Operator	Equipment Operator	HR	\$67.94	\$88.03
Equipment Operator	Equipment Operator	HR	\$69.52	\$90.40
Laborer - III	Laborer	HR	\$67.27	\$87.03
Laborer - II	Laborer	HR	\$57.22	\$71.96
Laborer - I	Laborer	HR	\$61.28	\$78.05
Mechanic	Maintenance	HR	\$69.95	\$91.05
Truck Driver	Truck Driver	HR	\$59.23	\$74.97
Welder	Fabricator	HR	\$67.94	\$88.03
Project Manager	Office Staff	HR	\$103.37	N/A
PM Coordinator	Office Staff	HR	\$59.20	N/A
Superintendent	Office Staff	HR	\$90.95	N/A
Safety Manager	Office Staff	HR	\$66.10	N/A
Project Engineer	Office Staff	HR	\$62.65	N/A
Office Engineer	Office Staff	HR	\$52.64	N/A
Senior Estimator	Office Staff	HR	\$75.07	N/A

Notes:

1. Unless otherwise stated, hourly employees (non-office staff) will charge overtime hours in accordance with State Law (over 40 hours per week).
2. For T&M project, all expenses will be billed at cost plus mark-up at 15%.



HORIZONTAL BORING AND TUNNELING CO.
2025 STANDARD EQUIPMENT RATES (Non-Operated)

Equipment Type	Category	Assoc. Labor Type	UOM	Unit Cost
Truck Tractor (Freightliner)	Vehicles	Truck Driver	HR	\$61.23
Lowboy Truck Tractor (Peterbilt)	Vehicles	Truck Driver	HR	\$66.58
3/4 Ton 4x4 Pickup	Vehicles	Supervisory	HR	\$29.34
Service Truck (Freightliner)	Vehicles	Truck Driver	HR	\$56.83
Service Pickup F550	Vehicles	Laborer - III	HR	\$40.55
Loader Backhoe 4x4 (JD310)	Excavators	Equipment Operator	HR	\$67.22
Excavator (JD250 Size)	Excavators	Equipment Operator	HR	\$120.99
Excavator (JD350 Size)	Excavators	Equipment Operator	HR	\$151.58
Excavator (JD470 Size)	Excavators	Equipment Operator	HR	\$210.21
Skid Steer (Cat299)	Front End Loaders	Equipment Operator	HR	\$56.14
Wheel Loader (JD644)	Front End Loaders	Equipment Operator	HR	\$73.24
Dozer D6	Dozer	Equipment Operator	HR	\$83.98
Vibratory Pile Driver (Movax)	Attachments	Equipment Operator	HR	\$101.59
Auger Boring Machine 36/48	Auger Boring	Equipment Operator	HR	\$80.23
Auger Boring Machine 48/60	Auger Boring	Equipment Operator	HR	\$99.89
Auger Boring Machine 60/72	Auger Boring	Equipment Operator	HR	\$112.78
Guided Boring Machine	Auger Boring	Equipment Operator	HR	\$175.25
Tunnel Boring Machine 48in	Tunneling	TBM Operator	HR	\$509.82
Tunnel Boring Machine 60in	Tunneling	TBM Operator	HR	\$798.18
Tunnel Boring Machine 72in	Tunneling	TBM Operator	HR	\$853.59
Rock-Small Boring Unit 48"	Tunneling	TBM Operator	HR	\$144.06
Rock-Small Boring Unit 60"	Tunneling	TBM Operator	HR	\$167.06
Rock-Small Boring Unit 66"	Tunneling	TBM Operator	HR	\$196.06
300 - 350 Amp Diesel Welder	Welders	Laborer - III	HR	\$14.14
400 - 450 Amp Diesel Welder	Welders	Laborer - III	HR	\$16.44
2" Submersible Pump, Electric	Pumps	Laborer - II	HR	\$5.07
4" Submersible Pump, Electric	Pumps	Laborer - II	HR	\$15.01
6" Submersible Pump, Electric	Pumps	Laborer - II	HR	\$19.29
1 - 24 KW Generator	Generators	Laborer - II	HR	\$15.86
100 - 124 KW Generator	Generators	Laborer - II	HR	\$68.76
300 - 350 KW Generator	Generators	Laborer - II	HR	\$103.64
1000 kW Generator	Generators	Laborer - II	HR	\$323.55
125 - 175 CFM Air Compressor	Compressors	Laborer - II	HR	\$23.56
350 - 375 CFM Air Compressor	Compressors	Laborer - II	HR	\$41.56
1600 CFM Air Compressor	Compressors	Laborer - III	HR	\$101.42
Pressure Washer	Miscellaneous	Laborer - II	HR	\$11.01
Chem Gout Machine	Miscellaneous	Laborer - III	HR	\$29.60
Auger 36" x 4" - 150 LF	Attachments	Laborer - I	HR	\$46.97
Auger 32" x 4" - 150 LF	Attachments	Laborer - I	HR	\$52.76
Auger 48" x 4" - 150 LF	Attachments	Laborer - I	HR	\$58.55
Auger 54" x 4" - 150 LF	Attachments	Laborer - I	HR	\$65.51
Auger 60" x 4" - 150 LF	Attachments	Laborer - I	HR	\$73.26
Auger 72" x 4" - 150 LF	Attachments	Laborer - I	HR	\$139.81

Notes:

1. For T&M projects, all expenses will be billed at cost plus mark-up at 15%.

10. Action: Consider Approval of Water Supply and Storage Company Structures Agreement and Municipal Cost Share Agreement (enclosures, privileged and confidential separate cover)

12. Action: Consider Approval of Water Service and Dedication Agreements (enclosures, privileged and confidential separate cover)

a. Town of Severance

13. Discussion: North Poudre Irrigation Co., South Side Ditch Water, Park Creek Reservoir Allocation Issues, and Proposed Town of Wellington Purchase of Shareholder Yield (enclosures, privileged and confidential separate cover)

15. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4) (b)&(e), C.R.S. related to NPIC Matters for Park Creek, South Side Ditch Water, Wellington Amended Agreement, Water Supply and Storage Co Agreements, Water Service Agreements, Newt III No. 8 Crossing Matters

NORTH WELD COUNTY WATER DISTRICT

RESOLUTION 20251208-05

A RESOLUTION TO JOINTLY FILE WITH THE FORT COLLINS-LOVELAND WATER DISTRICT A DILIGENCE APPLICATION FOR THE DISTRICT'S DECREED CONDITIONAL WATER RIGHTS FOR THE TUNNEL WATER NORTH FORK EXCHANGES AND TUNNEL WATER MAIN STEM EXCHANGES

WHEREAS, the North Weld County Water District (“District”) is a quasi-municipal corporation and a political subdivision of the State of Colorado operating as a special district under Title 32, C.R.S.; and

WHEREAS, the District, with the Fort Collins-Loveland Water District, Water Division No. 1 (collectively “Bi-Districts”), obtained a water court decree in Case No. 06CW259, Water Division 1, which decree adjudicated conditional water rights for the Tunnel Water North Fork Exchanges and their Tunnel Water Main Stem Exchanges (“Subject Water Rights”) and

WHEREAS, the Bi-Districts previously obtained a decree in Case No. 19CW3007 confirming reasonable diligence for the Subject Water Rights; and

WHEREAS, under the Water Right Determination and Administration Act of 1969, §§ 37-92-101, *et seq.*, C.R.S., a party must file an application either evidencing the perfection of its conditional rights or demonstrating that the party has diligently pursued the perfection of its conditional rights no later than the last day of the month six years from the entry to the decree for such conditional rights; and

WHEREAS, because the decree in Case No. 19CW3007 was entered by the Court on January 7, 2020, the deadline for filing an application for continued diligence is January 31, 2026; and

WHEREAS, the Board re-affirms that the Subject Water Rights continue to be critical elements of the District’s integrated water supply plan; and

WHEREAS, the District affirms its desire to file an application in water court seeking a finding that it has been continuously diligent in its pursuit to perfect the Subject Water Rights during the six-year diligence period from January 2020 through the present time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT, THAT:

1. The District authorizes and directs its staff, consultants, and legal representatives to conduct such work as necessary to prepare and file jointly with the Fort Collins-Loveland Water District an application in water court on or before January 31, 2026 seeking a finding that it has been continuously diligent in its pursuit to perfect the Subject Water Rights as decreed in Case No. 06CW259 during the six-year diligence period from January 2020 through the present time.
2. The District authorizes and directs its staff, consultants, and legal representatives to conduct such work as necessary to include in such application a claim that it has perfected that portion of its Subject Water Rights as may be established by evidence provided by the District.
3. This Resolution, as adopted by the Board, shall be numbered and recorded in the official records of the District.

4. This Resolution shall be effective immediately upon adoption and shall remain in full force and effect until modified or rescinded by further affirmative action of the Board.

APPROVED AND ADOPTED THIS ___ DAY OF DECEMBER, 2025.

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

Officer of the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on _____, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of _____, 2025.

Signature

CHANGE ORDER NO. 3

PROJECT TITLE:	NEWT 3 Pipeline
CONSULTANT:	Ditesco
PROJECT NUMBER:	22-01-43
PURCHASE ORDER NO.:	N/A
DESCRIPTION:	(See below)

1. Reason for change:

Construction of the NEWT Pipeline Phase 3 project is complete. At the request of ELCO and NWCWD, this Change Order is the continuation of Ditesco's current contract to provide services throughout re-design and re-construction of the LWIC No. 8 Outlet.

2. Description of Change:

Services provided under this Change Order are generally expected to include construction management, contract administration, inspection, document management, and design efforts in relation to the LWIC No. 8 Outfall. Also included in this Change Order is the cost to hire subconsultants to perform materials testing, surveying, and structural engineering, at no additional markup. A detailed description of this work is available as Exhibit A.

This additional work will utilize the existing surplus to the NEWT 3 Ditesco contract. Therefore, this is a zero-cost change order to the existing NEWT 3 Ditesco contract.

3. Change in Contract Cost: \$0.00

4. Change in Contract Time: See Exhibit A

ORIGINAL CONTRACT COST	\$ 205,363
TOTAL APPROVED CHANGE ORDER	\$ 1,706,184
TOTAL PENDING CHANGE ORDER	\$0.00
TOTAL THIS CHANGE ORDER	\$0.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	0%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	831%
ADJUSTED CONTRACT COST	<u>\$1,911,547.00</u>

(Assuming all change orders approved)

ACCEPTED BY: *Josie Barber* DATE: 11/05/2025
Ditesco

APPROVED BY: _____ DATE: _____
East Larimer County Water District

APPROVED BY: _____ DATE: _____
North Weld County Water District

cc: _____ Project File
Ditesco



Delivery by email to:

ericr@nwcwd.org
randys@elcowater.org

November 5, 2025

Randy Siddens
District Engineer
ELCO
232 S. Link Lane
Fort Collins, CO 80524

Eric Reckentine
General Manager
NWCWD
32825 Co Rd 39
Lucerne, CO 80646

RE: NEWT3 – LWIC No. 8 Outlet Culvert Repair

Dear Randy and Eric,

Thank you for giving Ditesco the opportunity to provide design and construction management services for the LWIC No. 8 Outlet Culvert Repair. This letter serves as a scope amendment to the existing Ditesco contract for the NEWT3 Pipeline and the work performed as part of this amendment will be billed to this existing contract.

We appreciate your trust in Ditesco and look forward to helping the Districts resolve this issue. Please let me know if you have any questions or require further information regarding this proposal. I can be reached by phone at (720) 331-2448 and email isaiah.surber@ditescoservices.com.

Sincerely,

Isaiah Surber, PE
Project Manager
Ditesco

Attachments: EXHIBIT A – Scope of Work Amendment
EXHIBIT B – LWIC Engineer Request/Markup

Copy: File;

mikes@elcowater.org
davem@elcowater.org
garretm@nwcwd.org
bill.renz@ditescoservices.com
dan.egger@ditescoservices.com

Your Success is Our Success

Ditesco
2133 S. Timberline Rd, Suite 110
Fort Collins, CO 80525
(970) 632-5068
ditescoservices.com

Exhibit A

NEWT3 – LWIC No. 8 Outlet Culvert Repair Scope of Services

PROJECT UNDERSTANDING

The NEWT3 waterline was recently completed by Garney Construction. The pipeline was installed underneath the Larimer-Weld Irrigation Company (LWIC) No. 8 Outlet, just east of Timberline Road in Fort Collins. The original design by Providence Infrastructure Consultants featured a CMP pipe arch culvert that piped the No. 8 outlet over the NEWT3 waterline. The pipe arch was designed with a flared end section and concrete cutoff wall on the upstream side of the culvert.

During irrigation flows this summer (2025), the flared end section failed to contain flows and water penetrated riprap and through the backfill, which has caused settlement around the culvert. LWIC has deemed that this failure is unacceptable and must be replaced prior to the start of the 2026 irrigation season. LWIC's engineer has provided a sketch of their requested modifications to the original design (EXHIBIT B).

As a result of the above-mentioned events, East Larimer County Water District (ELCO) and North Weld County Water District (NWCWD) requested that Ditesco perform design work, using EXHIBIT B as a basis for design. Utilizing the existing NEWT 3 contract, Ditesco will design a headwall and wingwalls for the culvert to prevent further erosion and will prepare a drawing set and construction specification set for Garney to reconstruct the culvert and install the headwall.

Ditesco will provide construction management services during the replacement work, which will be completed by Garney Construction through a change order to the existing NEWT3 contract.

PHASE: DESIGN

During this phase Ditesco will provide design services for the culvert replacement and headwall on the irrigation outlet:

- Our staff will utilize existing CAD base files from the original design to complete this work
- Due to the short timeline of the replacement work, only minor additional topographic survey work will be completed to act as a verification to existing CAD files and original survey. No additional geotechnical borings will be completed for the work. The existing bore logs will be used for any geotechnical needs for the headwall design.
- Ditesco will develop a set of construction specifications for the culvert replacement and headwall on the irrigation outlet. These specifications will be stamped by a Colorado licensed PE.
- Ditesco will use a Colorado licensed structural PE to develop and stamp a memo including:
 - Headwall Calculations and General Details (1-2 Sheets)
- Ditesco will develop construction plans for the culvert replacement and headwall. These plans will be stamped by a Colorado licensed PE. It is anticipated that the plans will include the following:
 - Cover Sheet and General Notes (2 sheets)
 - Demolition Plan (1 sheet)
 - Site and Grading Plan (1 sheet)
 - Culvert Plan and Profile (1 sheet)

- Headwall General Details (1 – 2 sheets)
- Total 6 – 7 sheets
- Our team will coordinate with LWIC, ELCO, and NWCWD to submit and approve the design.
- Ditesco will assist in developing a change order to the existing NEWT 3 Garney contract for the incorporation of this work.

PHASE: CONSTRUCTION

During this phase Ditesco will provide part-time Construction Management and Inspection services to assist in work coordination and to ensure compliance with contract documents/specifications.

- Our staff will attend and document one pre-construction meeting.
- During the construction phase, we will manage a Procore document management site for the design team and owner. This site will house construction phase communications including meeting minutes, test results, correspondence, daily logs, submittal review and reports.
- We will maintain a photographic log of the project documenting construction and post construction conditions. This work will be on the Procore document management site.
- Ditesco will act as the main contact for the Districts, the Engineer and Contractor throughout the construction phase, managing all aspects of the project delivery.
- Our staff will perform daily site inspection and observation to ensure quality construction and conformity to the plans and specifications. Inspections will include pipeline installation, excavation, dewatering, trench stabilization, shoring, pipe bedding, backfill and site restoration. Additional inspection will include structural concrete and reinforcing steel. We will provide field engineering support addressing field changes quickly to avoid construction delays.
- We will manage all earthwork and concrete quality control testing.
- Ditesco will conduct a final punch list walk-through following construction.
- Our team will ensure that the as-built plans are updated according to construction activities and shared with the Districts and LWIC.

DELIVERABLES

Deliverables will include:

- A construction plan set and a post-construction as-built plan set.
- Full project documentation including: construction correspondence, pay applications, change orders, field orders, work change directives, schedules, reports, photographs, meeting notes, record drawings and other relevant information produced throughout the construction phase. All documents will be provided in an electronic form on external drives for Districts use (as duplicated from the Procore site).

SCHEDULE

The anticipated schedule for the project is as follows:

- Design: October – December 2025
- Construction: January 2026 – February 2026

FEE ESTIMATE

We have based our fee estimate on the following assumptions:

- Developing a construction specification set
- Existing CAD base files will be used as the basis for design
- Limited topographic survey will be collected to verify existing CAD files
- No additional geotechnical borings will be collected
- On-site contractor management and resident engineering services will be provided for 5-hour work days, five days per week for 3 working weeks.

Estimated Fee:	\$24,743.00
Estimated Reimbursable Expenses:	<u>\$18,157.00</u>
Total:	\$42,900.00

A detailed task breakdown is included. Please find this on page 6 of this scope of work proposal.

The fee shown above is to be billed on a time and material not-to-exceed basis based on the rates shown below and in the table on page 5 of this proposal. All reimbursable expenses will be billed at direct cost.

Ditesco 2025 Rate Schedule

Role	Rate
President:	\$215 - \$297
Principal/VP:	\$185 - \$248
Department/Program Manager:	\$160 - \$204
Senior Project Manager:	\$155 - \$196
Project Manager:	\$146 - \$183
Associate Project Manager:	\$132 - \$163
Engineer:	\$128 - \$152
Associate Engineer:	\$120 - \$142
Project Engineer:	\$106 - \$132
Senior Construction Manager:	\$134 - \$187
Construction Manager/Resident Engineer:	\$128 - \$157
Associate Construction Manager:	\$102 - \$144
Inspector:	\$85 - \$124
Senior CAD Designer:	\$125 - \$154
CAD Designer:	\$90 - \$135
GIS Technician:	\$78 - \$141
Administrative:	\$70 - \$94
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate (if needed):	\$105.00 per day
Subconsultant Markup*:	None
All other costs at direct expense*	

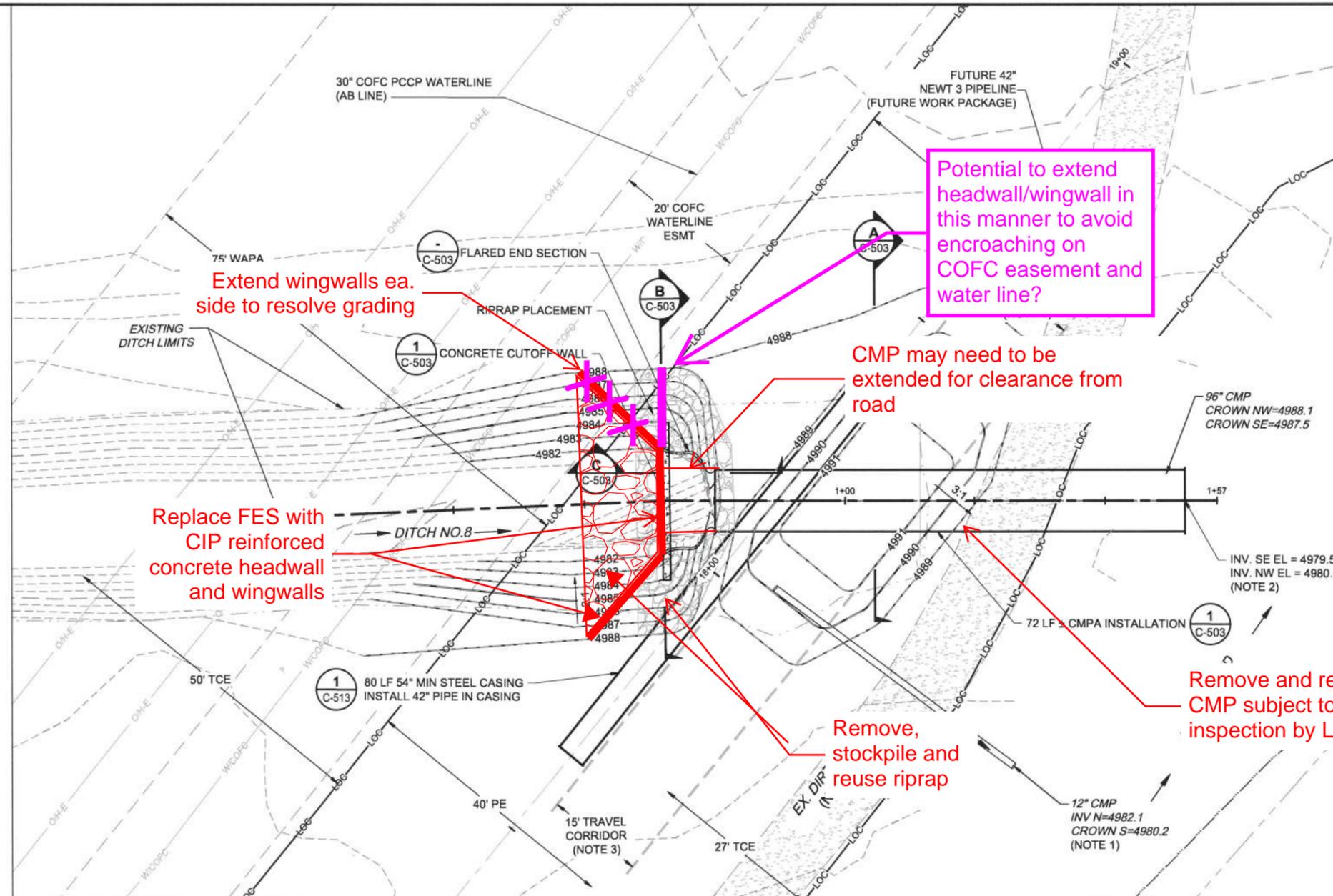
A	B	C	D	E	H	I	J	
Design Phase/Task Description	Person/Role						Task Total	Notes
	Bill Renz President/PM (hrs)	Dan Egger Project Manager (hrs)	Isaiah Surber Construction Manager (hrs)	Eric Kitscher Associate Construction Manager (hrs)	Brandon Merrell Senior CAD Designer (hrs)	Jennifer Coffey Admin (hrs)		
	\$240	\$180	\$165	\$135	\$140	\$74		
Task 1: Preconstruction and Design Phase(3 Months)							\$10,945	
1.01 Design								
- LWIC Design Request Analysis	1	2	2				\$930	
- Coordination With Structural Engineer		4	2				\$1,050	Structural engineer's fee is listed below.
- CAD Work and Drawing Prep					20		\$2,800	
- Construction Specification Package		15	5				\$3,525	
1.02 Meetings								
- Routine Meeting Allowance	1	4	4				\$1,620	
2.03 Contract Management								
- Contract Management		2	4				\$1,020	
Task 2: Construction Phase (3 Weeks)							\$11,023	
1.02 Meetings		1	3				\$675	
2.03 Create and compile job files/Procore Management			2				\$330	
2.02 Submittal/shop drawing coordination and record keeping		5	5				\$1,725	Submittals by Contractor (Estimate 10)
2.04 RFI Response		4	1				\$885	RFIs by Contractor (Estimate 3)
2.03 Contract Management (pay applications, change orders, etc.)	1		3			2	\$883	
2.01 Construction Management (CM/RE)			10	20			\$4,350	Based on half time inspection for 3 working weeks.
2.01 Daily Construction Logs				10			\$1,350	
2.07 Record Drawing Documentation		2	2	1			\$825	
Task 3: Post-Construction Services (warranty period)							\$2,775	
2.07 Punch list walk through		1	1	1			\$480	
2.07 Close out paperwork (substantial and final completion, etc.)			5	3			\$1,230	
2.07 Project Close Out (compilation of files, photos, job records, etc.)			4	3			\$1,065	
Subcontractors								
CTL Thompson (earthwork, concrete, grout, asphalt)							\$5,000	
Topographic Survey							\$1,200	
Structural Engineer							\$8,560	
Reimbursables (estimated):								
Vehicle Cost at \$105/day; 1.5 vehicles							\$3,150	1.5 trucks for 40 working days of construction (half day).
Other Direct Costs as a % of labor at 1.0%							\$247	
NOTE: staff assignments are based on current availability and may change at Ditesco's discretion.								
Design and Permitting Phase Subtotal	3	40	53	38	20	2		
Cost	\$720	\$7,200	\$8,745	\$5,130	\$2,800	\$148	\$24,743	
Reimbursable Costs (mileage, subcontractors, etc)							\$18,157	
Total Cost							\$42,900	

EXHIBIT B:
LWIC Engineer Design Request

NOTES:

1. EXISTING CULVERT TO BE ABANDONED WITH INLET BEING BACKFILLED.
2. NEW CULVERT TO BE PLACED SO THAT EXIT INVERT MATCHES LOCATION AND ELEVATION OF EXISTING CULVERT INVERT ELEVATION.
3. AFTER CULVERT REPLACEMENT, CONTRACTOR TO ONLY USE NEW/APPROVED TRAVEL CORRIDOR.

Comments by Scott Parker, PE
 J-U-B Engineers, Inc.
 9/18/2025



Potential to extend headwall/wingwall in this manner to avoid encroaching on COFC easement and water line?

Extend wingwalls ea. side to resolve grading

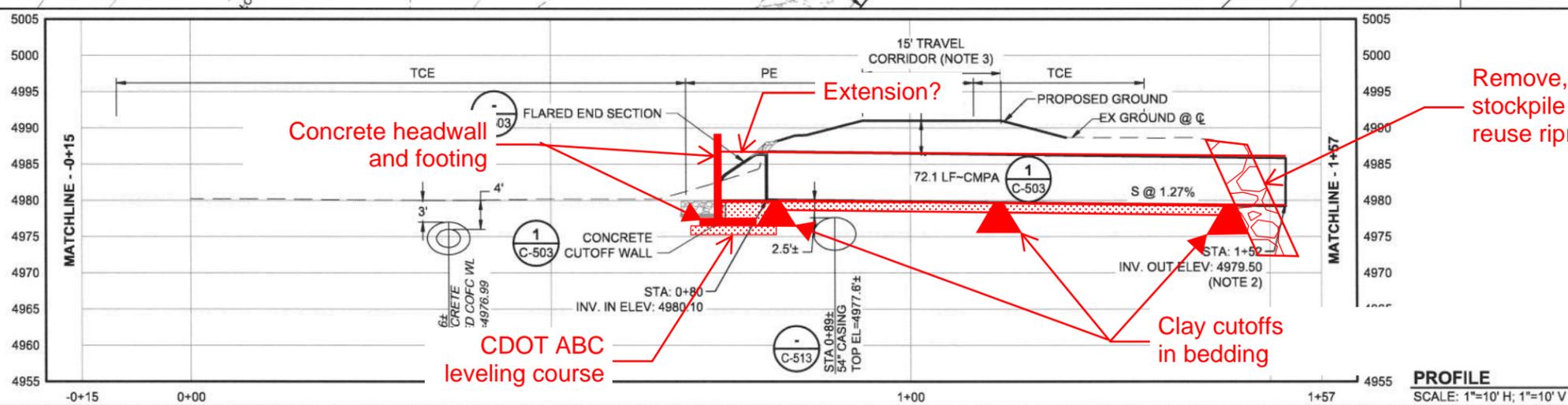
CMP may need to be extended for clearance from road

Replace FES with CIP reinforced concrete headwall and wingwalls

Remove and reuse CMP subject to inspection by LWIC

Remove, stockpile and reuse riprap

PLAN
SCALE: 1" = 10'



Remove, stockpile and reuse riprap

Concrete headwall and footing

Extension?

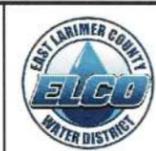
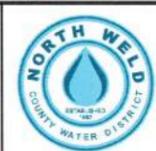
CDOT ABC leveling course

Clay cutoffs in bedding

PROFILE
SCALE: 1"=10' H; 1"=10' V

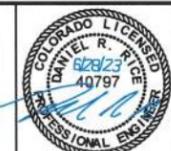
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PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO 80129
 (303) 997-5035
 www.providencelic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
 JUNE 28, 2023

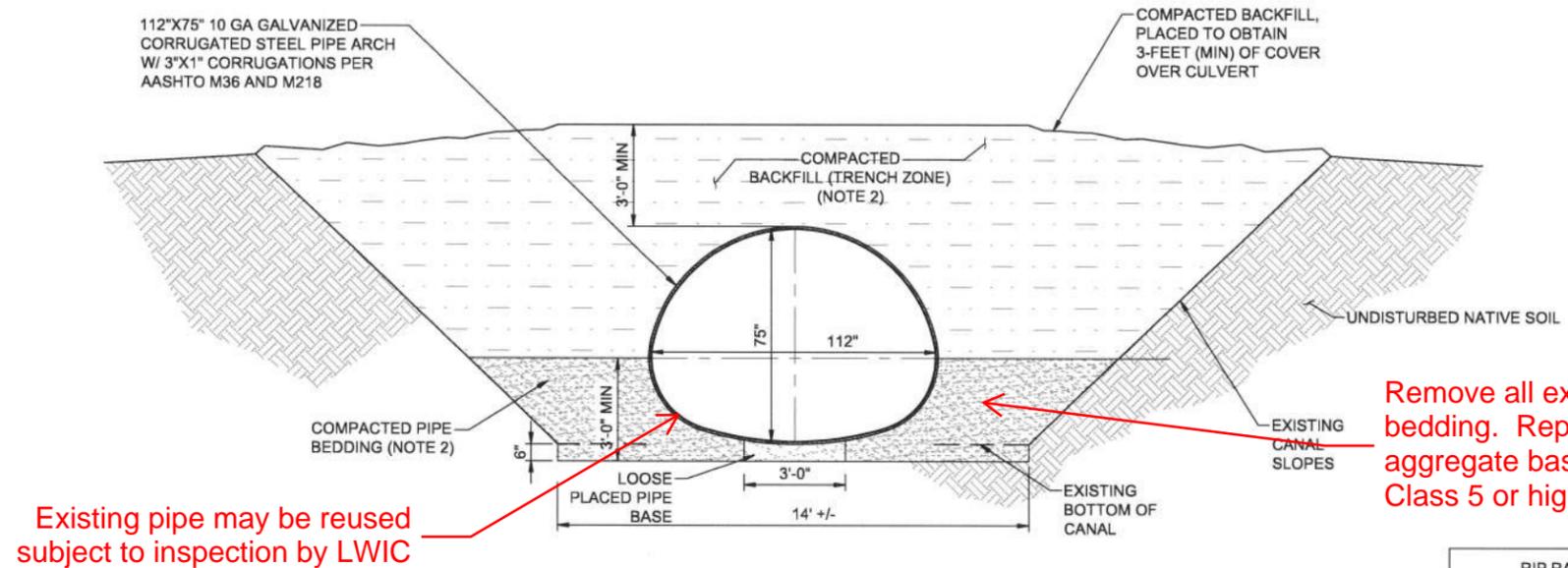


NEWT PIPELINE, PHASE 3
LARIMER & WELD
IRRIGATION COMPANY
NO. 8 DITCH CROSSING

PLAN AND PROFILE-CMP ARCH
 CULVERT (NO. 8 DITCH)

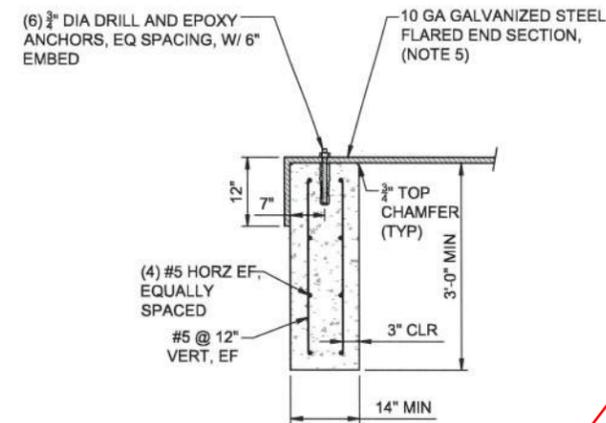
PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	3 OF 9
DRAWING:	PP-201

Comments by Scott Parker, PE
 J-U-B Engineers, Inc.
 9/18/2025



Existing pipe may be reused subject to inspection by LWIC

Remove all existing gravel bedding. Replace with CDOT aggregate base course Class 5 or higher specification



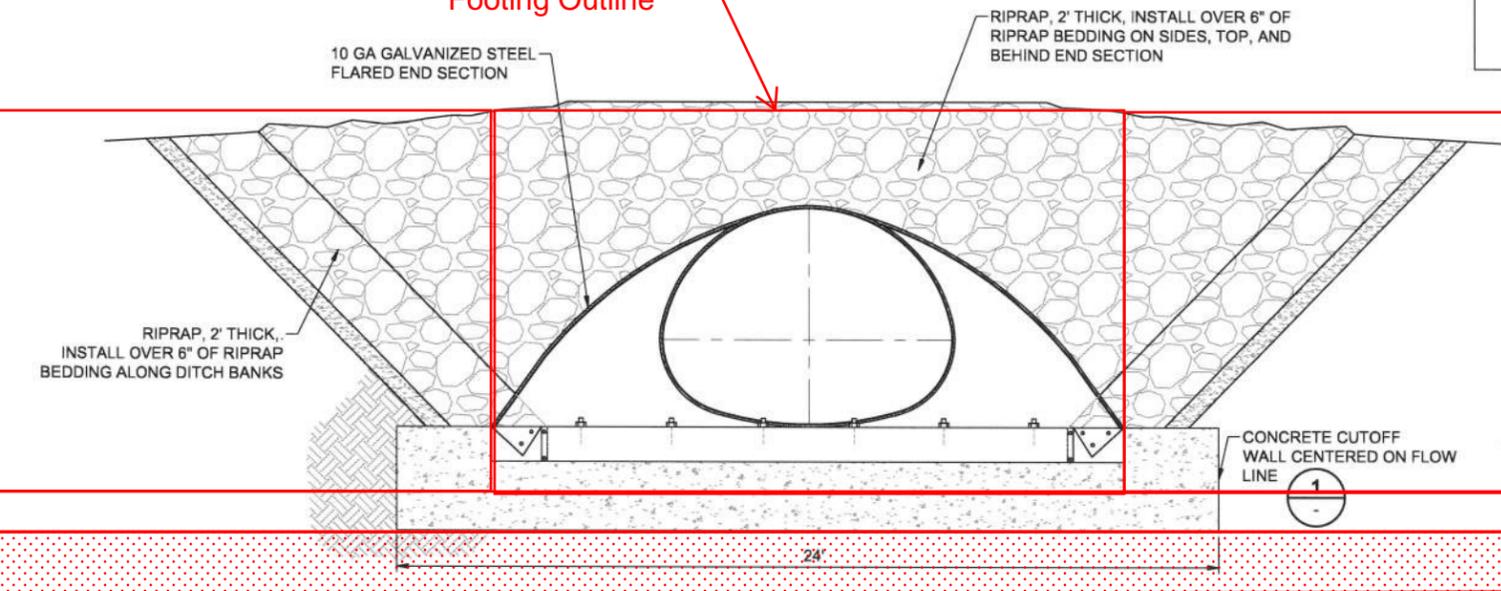
Compacted backfill

CMP may need to be extended

RIP RAP GRADATION	
Type M (D50 = 12"), SG - 156#/CF (MIN)	
SIZE (IN)	% SMALLER
21	70-100
18	50-70
12	35-50
4	2-10

RIP RAP BEDDING	
CDOT SECTION	
703.10 CLASS A FILTER MATERIAL	

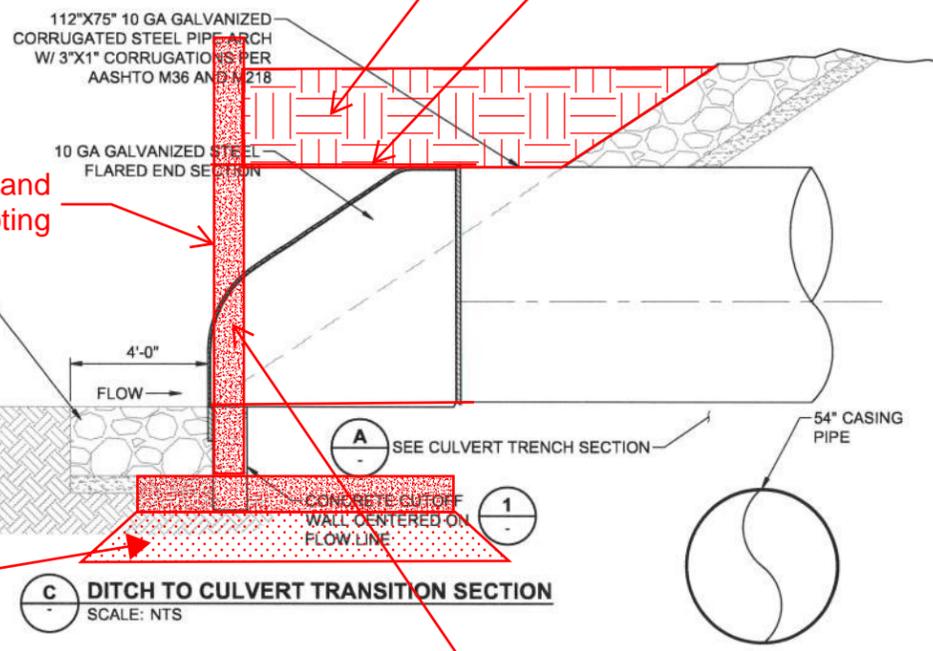
Approx. Wall and Footing Outline



- NOTES:**
- IF UNSTABLE MATERIALS ARE FOUND IN TRENCH BOTTOM, OVEREXCAVATE AND PLACE ROCK REFILL TO THE REQUIRED DEPTH FOR A STABLE TRENCH BOTTOM. PLACE FILTER FABRIC BETWEEN ROCK REFILL AND BEDDING. REFER TO SECTION 31 23 43 FOR ROCK REFILL REQUIREMENTS.
 - TRENCHING, BACKFILLING, AND COMPACTING, SEE SECTION 31 23 43.
 - TRENCH TO BE BRACED AND SHEETED AS NECESSARY FOR THE WORKMEN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS.
 - 10 GAUGE METAL FLARED END SECTION TO BE INSTALLED ON NORTH END (UPSTREAM) OF CMP ARCH CULVERT.
 - PRIOR TO PLACEMENT OF CONCRETE, SUBMIT FLARED END SECTION SHOP DRAWING FOR REVIEW.

CDOT ABC leveling course/bedding

Wall and Footing



Coat embedded end of CMP with bituminous cutback type paint or other appropriate treatment. Use hydrophilic waterstop all around

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



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE, PHASE 3
 LARIMER & WELD
 IRRIGATION COMPANY
 NO. 8 DITCH CROSSING

CIVIL DETAILS

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	6 OF 9
DRAWING:	C-503

SCHEDULE OF VALUES

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
9.1.2.2	No. 8 Ditch				\$ -
9.1.2.2	Mobilization & Demobilization	1.0	LS	\$ 15,085.30	\$ 15,085.30
9.1.2.2	Traffic Control	1.0	LS	\$ 4,000.00	\$ 4,000.00
9.1.2.2	Erosion Control and Stormwater Management	1.0	LS	\$ 3,225.00	\$ 3,225.00
9.1.2.2	Vehicle Tracking Pad	1.0	EA	\$ 1,750.00	\$ 1,750.00
9.1.2.2	No. 8 Ditch - Remove and Dispose Existing CMP & FES	1.0	LS	\$ 34,460.53	\$ 34,460.53
9.1.2.2	No. 8 Ditch - Concrete Headwall & Wingwall (25 CY based on Current Detail)	1.0	LS	\$ 94,999.15	\$ 94,999.15
9.1.2.2	No. 8 Ditch - Excavation & Culvert Pipe (90' of CMP & NO FES)	90.0	LF	\$ 1,446.52	\$ 130,186.80
9.1.2.1	General Conditions	1.0	LS	\$ 14,739.13	\$ 14,739.13
					\$ -
	Contract Subtotal			\$ 298,445.91	\$ -
					\$ -
9.1.2.1	Bond - 1% of Total Contract Amount		1.00%	\$ 2,984.46	\$ -
9.1.2.1	Insurance - 1.36% Total Contract Amount		1.36%	\$ 4,058.87	\$ -
					\$ -
	Contract Subtotal - 9.1.2.1 & 9.1.2.2			\$ 305,489.24	\$ -
					\$ -
9.1.4	Construction Manager Cost Percentage		9.00%	\$ 27,494.04	\$ -
					\$ -
	No. 8 Ditch SUBTOTAL			\$ 332,983.28	\$ -



Departments of Planning
Building, Development Review
and Environmental Health
1402 N 17TH Avenue
P.O. Box 758
Greeley, CO 80632

Authorization Form

I, (We), E Reckentine GM NWCWD, give permission to Jeremy Goetsch-Ditesco
(Owner - please print) (Authorized Agent/Applicant-please print)

to apply for any **Planning, Building, Access, Grading or OWTS** permits on our behalf, for the property located at (address or parcel number) below:

7796 Highway 14, Fort Collins, CO 80504

Legal Description: PT NE4 17-7-67 of Section 17, Township 7 N, Range 67 W

Subdivision Name: Family Farm Division FFD21-0015 Lot A, B Block _____

Property Owners Information:

Address: 3825 CO Rd 39 Lucerne, CO 80646

Phone: 970-356-3020 E-mail: eric.r@nwcwd.org

Authorized Agent/Applicant Contact Information:

Address: 2133 S. Timberline Road Fort Collins, CO 80525

Phone: 970-632-5068 E-Mail: jeremy.goetsch@ditescoservices.com

Correspondence to be sent to: Owner _____ Authorized Agent/Applicant by: Mail _____ Email

Additional Info: N/A

I (We) hereby certify, under penalty of perjury and after carefully reading the entire contents of this document, that the information stated above is true and correct to the best of my (our) knowledge.

Eric Reckentine GM Date 11/18/25
Owner Signature Owner Signature Date _____

Subscribed and sworn to before me this _____ day of _____, 20 _____ by _____

My commission expires _____

Notary Public



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

Dear Valued Customer,

We are pleased to update you on the recent accomplishments within the North Weld County Water District (NWCWD) that are helping to ensure a reliable water supply and infrastructure for our community. These projects are aimed at increasing system capacity, securing additional water supplies, and improving efficiency for future growth.

Here are just some of the key improvements we've made recently and over the past couple of years:

- **Increased Treatment Capacity:** The SCWTP treatment capacity has expanded from 45 MGD to 68 MGD, which boosts the District's overall treatment capacity by 10 MGD, from 16.3 MGD to 26.5 MGD.
- **NEWT III Pipeline Project:** The NEWT III pipeline project has increased system transmission capacity from 18 MGD to 28 MGD or 10 MGD increased gravity flow.
- **Line 1 Replacement:** Line 1 - 48-inch replacement project allows safe pressurization of the line 1 transmission line, increasing system capacity approximately 2 – 3 MGD.
- **New Water Lines:** We've constructed 4 miles of 30-inch water lines, enhancing capacity to eastern pressure zones.
- **Emergency Interconnect Upgrades:** We have increased emergency interconnect capacity from approximately 8 MGD to 28 MGD that can be obtained from two treatment plants and transmission systems, and we've constructed emergency bypass capabilities for Horsetooth Reservoir supplies.
- **Water Supply and Storage Enhancements:** the District has acquired approximately 1500-acre feet of new water supply, initiated caps on unconstrained usages, and adjudicated and perfected native water rights that have reduced impacts on supply related to drought or curtailment. The District also acquired approximately 1200- acre feet of additional raw water storage to firm native water supply.
- In 2026, the District will begin construction of two major water transmission lines that include a 42-inch steel line to our primary tank site with the construction of a new 6 million gallon at that site and an additional 1.5 miles of our Eaton 30-inch pipeline.



NORTH WELD COUNTY WATER DISTRICT

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Looking ahead, the NWCWD Board of Directors has reviewed and discussed the 2026 draft budget, and we want to share the projected rate and fee changes, which may be adjusted based upon final approval by the Board Dec. 8, 2025.

1. The rate increase projections for **all** customer classes are at 4% for 2026 and 4% to 5% for the next five years.
 - a. District Customer Rate will increase by \$0.20 k/gal from \$4.99 k/gal to \$5.19 k/gal
 - b. Wholesale Rate will increase \$0.15 k/gal from \$3.74 k/gal to \$3.89 k/gal
2. Water allocation surcharges are projected at \$6.50/1000 gallons
3. Plant investment surcharges are projected at \$4.50/1000 gallons.
4. Distance Fee, Meter Install Fee and WTA Fee to \$500, \$2200 and \$100 respectively

Please note cost of service rates and fees have not been applied to any wholesale customer account previously or for 2026. Rate increases above \$0.15 k/gal are based on costs associated with the entities' internal service requirements. Plant investments fees have not increased above the 2024 fee. Any fee increases above the district's fee are based on costs associated with that entity's internal service requirements.

We would like to make sure that any other information or communication regarding this increase is correct. If you've heard otherwise, please let us know as those numbers are likely incorrect. What you're receiving in this update is coming directly from the District and is accurate. We will also be posting our increase on our website in order to educate the public on the matter.

If you have any questions or need further clarification, feel free to contact me directly.

Sincerely,

Eric Reckentine

Eric Reckentine
North Weld County Water District Manager