

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

January 20, 2026, 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 January 20, 2026, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from December 8, 2025, Meeting**
 - b. Invoices through January 20, 2026**
 - c. Unaudited Financial Statements December 2025**
 - d. Tri Hydro 2026 Fee Amendment**
 - e. Garney Construction Change Order #1 Eaton Pipeline Phase III**
 - f. Garney Phase III Pay Application**
 - g. Hazen and Sawyer Services Amendment**
 - h. Engagement Letter Fairfield and Woods (Ratify)**
 - i. Stantec Contract Extension Change Order**
 - j. Approval Letter of Intent - Millard**
 - k. Approval of Distribution Line Acquisition**
 - i. NEWT III – No 8 L&W Crossing Agreement Amendment**
 - l. Resolution No. 20260120-01: Resolution Designating Meeting Notice Posting Location**
- 6. Discussion: Review of Draft Planning Studies**
 - a. Solider Canyon Treatment Plant Master Plan – HDR (enclosures)**
 - b. Raw Water Yield Analysis Update – Williams & Weiss (enclosures)**
 - c. Honey Creek Absorption Cost Study (enclosure privileged and confidential)**
- 7. Discussion: River Bluffs Storage Reservoir Carriage and Storage Agreement New Cache La Poudre Reservoir Company (enclosure privileged and confidential)**

8. **Action: Consider Approval of Resolution for Statement of Opposition Case no. 25CW3152, Front Range Land and Cattle LLC (enclosure)**
9. **Discussion: Newt III No. 8 Crossing Matters Approval of L&W No 8 Change Order**
10. **Discussion: Commercial Sector Development Review Process**
 - a. **Hydraulic Model Results (enclosure)**
 - b. **Development Review Letters and Water Service Agreements Commercial Sector (enclosure privileged and confidential)**
11. **Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Solider Canyon Treatment Plant Master Plan, Honey Creek Absorption Cost Study, Newt III No. 8 Crossing Matters, Development Review Letters and Water Service Agreements Commercial Sector**
12. **District Manager's Report**
 - a. **Town of Nunn WSA Meeting**
 - b. **NCWA Meeting**
 - c. **Town of Pierce Executed Amended WSA**
 - d. **Town of Severance Executed Amended WSA**
 - e. **Mundt's Immediate Possession Granted by the Courts – Eaton Phase III**
 - f. **Court Hearing Zone 1 West January 22, 2026**
 - g. **Closed on 120 Units C-BT**
 - h. **NPIC Shareholder Meeting February 2, 2026**
 - i. **Divide Reservoir Co. Shareholder Meeting February 3, 2026**
 - j. **Vita Meeting**

Other Business:

ADJOURN _____ .M.

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

HELD DECEMBER 8, 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 and Garrett Mick, District General Manager; Zachary P. White, Esq., WBA, PC, District General Counsel; Scott Holwick, Lyons Gaddis, District Special Counsel; Richard Raines and Jan Sitterson, Water Resources; Wendy Greenwald, The Solution; Dan Eggett, Ditesco; 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. Stout reminded the Board of his prior service on the Town Council for the Town of Severance and indicated he would recuse himself from discussion regarding the Town of Severance. 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 with the addition of the following to the District Manager Report:

- a. Commercial Sector Updates
- b. North Poudre and Divide Board Elections
- c. Northgate Development
- d. Water Leaks

4. Public Comments

None.

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. Upon a motion by Mr. Pettinger and seconded by Ms. Hennen, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- 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

Following Discussion, upon a motion by Ms. Hennen and seconded by Mr. Nelson, the Board unanimously adopted Resolution No. 20251208-01: 2026 Annual Administrative Resolution.
Following Discussion, upon a motion by Ms. Hennen and seconded by Mr. Pettinger, the Board unanimously adopted Resolution No. 20251208-02: Amended and Restated Digital Accessibility Policy

6. Consider Approval of Variance Request Jeffrey Property Water Invoices

Mr. Reckentine presented regarding a meeting with the property owner and plan to pay back after two years, which he recommended, and retroactive application of current leak policies, which he did not recommend. Following Mr. Reckentine's presentation, Ms. Jeffrey presented her request to the Board and discussed written materials provided to the Board. Following review and discussion, upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the two-year payment plan arrangement. The Board denied the request to retroactively apply leak policies.

7. Conduct Public Hearing on 2025 Budget Amendment and Consider Adoption of 2025 Budget Amendment

Not Needed

Conduct Public Hearing on 2026 Budget and Consider Adoption of Resolution No. 20251208-04: Resolution Adopting 2026 Budget, Imposing Mill Levy and Appropriating Funds

Director Stout opened the public hearing on the proposed 2026 Budget. Mr. White noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Reckentine reviewed the 2026 Budget Resolution with the Board. Following discussion, upon a motion by Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously adopted Resolution No. 2025-1208-04 adopting the 2026 Budget, appropriating funds therefor as shown in the 2026 Budget, subject to receipt of final assessed valuation.

8. Consider Adoption of 2026 Fee Schedule

Mr. Reckentine presented the 2026 Fee Schedule reflecting the fees included in the 2026 Budget. Following discussion, upon a motion by Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously adopted the 2026 Fee Schedule as presented.

9. 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

Mr. Reckentine reported that the construction agreement is ready to be signed, and acquisition of Cactus Hill and the settlement agreement are also ready to be signed. A USR application is still

outstanding but is under review by the County. Mr. Reckentine reported that there will be two phases: first, a Notice to Proceed in order to allow for ordering of materials; and second, a Notice to proceed for the construction phase and tank design. Following discussion, upon a motion by Mr. Nelson, seconded by Ms. Hennen, the Board approved the Construction Agreement.

10. Consider Approval of Water Supply and Storage Company Structures Agreement and Municipal Cost Share Agreement

Mr. Holwick and Mr. Raines presented the Water Supply and Storage Company Structures Agreement and Municipal Cost Share Agreement with the Board, described the purpose for the agreements, and discussed that they are the culmination of years of discussion. Following discussion, upon a motion by Mr. Pettinger, seconded by Mr. Nelson, the Board unanimously approved the agreements.

11. Consider Approval of Resolution No. 2025-1208-05 Tunnel Diligence Application

Mr. Holwick presented the resolution to the Board and the purpose therefore. Following discussion, upon a motion by Mr. Nelson, seconded by Ms. Hennen, the Board unanimously approved the resolution.

12. Consider Approval of Water Service and Dedication Agreements

a. Town of Severance

Mr. Reckentine presented to the Board regarding comments from the Town's engineer and staff to the form of Amended and Restated Water Service Agreement previously approved by the Board. Mr. Reckentine indicated that he, staff, and legal disagree with the comments and does not recommend considering the comments. Following discussion, the Board directed Mr. Reckentine to reject the comments and discuss with the Town regarding the meaning of certain terms in the agreement, process for requesting service by the District to developments currently within the Town's service area, and to convey a sense of urgency to complete the agreement before the end of January 2026.

13. Discussion: North Poudre Irrigation Co., South Side Ditch Water, Park Creek Reservoir Allocation Issues, and Proposed Town of Wellington Purchase of Shareholder Yield

The Board discussed the matters in executive session. No action was taken.

14. Discussion: NEWT III No. 8 Crossing Matters

The Board discussed matters with the NEWT III No. 8 crossing in executive session.

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

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 10:18 a.m. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b)&(e), C.R.S. related to 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.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 10:42 a.m.

Following the Executive Session, upon a motion by Mr. Nelson, seconded by Ms. Hennen, the Board authorized the execution of tolling agreements related to the NEWT III No. 8 Crossing.

16. District Manager's Report

a. Town of Pierce Water Service Agreement

Mr. Reckentine reported that the Amended and Restated Water Service Agreement is out for signature by the Town.

b. Pre-Construction Meeting Eaton Pipeline Phase 3

Mr. Reckentine reported that construction is anticipated to start in January 2026.

c. Wholesale Customer Letters – Rate and Fee Increases

Mr. Reckentine reported that letters notifying wholesale customers of anticipated rate and fee increases. He reported that the letters are sent before final budget adoption in order to comply with contractual notice requirements.

d. Williams & Weiss System Yield Analysis

Mr. Reckentine reported that a yield analysis will be presented in January 2026.

e. Commercial Sector Updates

Mr. Reckentine reported modeling is nearly complete and customer usages will be sent to commercial customers in January 2026.

f. North Poudre & Divide Board Elections

Mr. Reckentine reported regarding pending elections on the North Poudre and Divide boards of directors. Mr. Reckentine will run for both boards to represent the District.

g. Northgate Development

Mr. Reckentine reported to the Board regarding an initial discussion with Journey Homes as the developer of the Northgate development. A formal request for water service is expected in late December.

h. Water Leaks

Mr. Reckentine reported regarding meter leaks which occurred over Thanksgiving which were fixed by District staff. Staff was commended for their work by the Board.

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 20th day of January, 2026

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2025

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	5,859,732.96
1015 - COLO TRUST - GENERAL		22,866,369.30
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		23,092,807.47
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)		1,075,179.80
1102 - CUSTOMER DEPOSITS		(139,442.00)
1105 - AR CONSTRUCTION METERS		86,214.69
1116 - ACCOUNTS RECEIVABLE		76,191.75
1150 - PREPAID EXPENSES		5,800.00
1230 - PREPAID INSURANCE		206,416.01
1300 - INVENTORY		2,216,012.13

Total Current Assets 55,611,045.36

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

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

Total Other Assets 22,849,611.07

Total Assets \$ 283,038,720.76

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	307,026.47
2216 - CONST MTR DEPOSITS		116,424.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
December 31, 2025

2022 Arbitrage Liability	1,473,253.00	
2230 - ACCRUED WAGES	74,214.91	
2231 - ACCRUED COMP ABSENCES	188,478.60	
2232 - ACCRUED INTEREST	575,316.67	
2240 - Retainage Payable	1,309,265.48	
Total Current Liabilities		4,043,980.07
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		59,155,479.54
Capital		
2800 - RETAINED EARNINGS	222,693,775.24	
Net Income	1,189,465.98	
Total Capital		223,883,241.22
Total Liabilities & Capital	\$	283,038,720.76

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Twelve Months Ending December 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 715,649.34	\$ 13,441,618.43	\$ 15,748,908.00	2,307,289.57	85.35
3111 - WATER ALLOC SURCHARGE	101,140.00	4,750,479.50	4,300,000.00	(450,479.50)	110.48
3112 - PLANT INVEST SURCHARGE	23,913.00	2,969,136.00	2,800,000.00	(169,136.00)	106.04
3113 - ADJUSTMENTS	16,724.56	1,907,561.12	0.00	(1,907,561.12)	0.00
3140 - CONST METER USAGE	18,886.59	383,173.71	217,548.00	(165,625.71)	176.13
3141 - CONSTR METER RENTAL	800.00	9,900.00	5,837.00	(4,063.00)	169.61
3142 - CONSTRUCT METER REPAIR	272.96	4,310.81	584.00	(3,726.81)	738.15
OPERATING	877,386.45	23,466,179.57	23,072,877.00	(393,302.57)	101.70
3210 INTEREST-COTRUST-GENERAL	144,744.60	1,895,316.55	1,500,000.00	(395,316.55)	126.35
3220 - PORT PARTONAGE AGFINITY	0.00	336.28	860.00	523.72	39.10
NON OPERATING	144,744.60	1,895,652.83	1,500,860.00	(394,792.83)	126.30
3310 - TAP (PI) FEES	87,600.00	2,233,800.00	3,300,000.00	1,066,200.00	67.69
3311 - DISTANCE FEES	19,500.00	599,500.00	183,790.00	(415,710.00)	326.19
3312 - WATER (ALLOCATION) FEE	257,250.00	477,750.00	210,000.00	(267,750.00)	227.50
3314 - INSTALLATION FEES	16,600.00	111,340.71	344,606.00	233,265.29	32.31
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	5,000.00	15,000.00	10,200.00	(4,800.00)	147.06
3321 - NON-POTABLE INSTALL	2,400.00	7,200.00	0.00	(7,200.00)	0.00
3330 - COMMITMENT LETTER FEE	1,400.00	73,200.00	0.00	(73,200.00)	0.00
3331 - REVIEW FEE	560.00	4,460.00	0.00	(4,460.00)	0.00
3332 - REVIEW DEPOSIT	0.00	5,000.00	0.00	(5,000.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	1,286,661.25	1,518,647.15	0.00	(1,518,647.15)	0.00
NEW SERVICE	1,676,971.25	5,045,897.86	4,209,500.00	(836,397.86)	119.87
3410 - WATER RENTAL	1,600.00	14,690.00	18,943.00	4,253.00	77.55
3415 - WSSC RETURN FLOW RENTAL	2,233.87	2,233.87	0.00	(2,233.87)	0.00
3420 - WATER LEASE	0.00	58,694.60	0.00	(58,694.60)	0.00
AG WATER	3,833.87	75,618.47	18,943.00	(56,675.47)	399.19
3500 - MISCELLANEOUS	0.00	97,051.05	0.00	(97,051.05)	0.00
3520 - TRANSFER FEES	375.00	7,925.00	10,200.00	2,275.00	77.70
3530 - RISE TOWER RENT	300.00	3,600.00	8,385.00	4,785.00	42.93
3560 - BACKFLOW TESTING FEE	0.00	96.00	0.00	(96.00)	0.00
MISCELLANEOUS	675.00	108,672.05	18,585.00	(90,087.05)	584.73
TOTAL REVENUES	2,703,611.17	30,592,020.78	28,820,765.00	(1,771,255.78)	106.15
OPERATING EXPENSE					
4110 - POTABLE WATER	432,467.32	3,548,048.36	3,418,521.50	(129,526.86)	103.79
4130 - CARRYOVER	71,142.89	82,577.08	94,925.09	12,348.01	86.99
4140 - WINTER WATER	1,842.33	4,979.54	5,859.55	880.01	84.98
4150 - ASSESSMENTS	0.00	673,152.68	623,758.86	(49,393.82)	107.92
4160 - RULE 11 FEES	46,368.00	46,368.00	67,668.00	21,300.00	68.52
4170 - WATER QUALITY - TESTING	1,223.00	13,089.00	14,566.00	1,477.00	89.86
WATER	(553,043.54)	(4,368,214.66)	(4,225,299.00)	142,915.66	103.38
4210 - SALARIES, FIELD	126,451.03	1,579,518.24	1,464,905.00	(114,613.24)	107.82
4220 - SALARIES, ENGINEERING	9,055.69	126,775.85	284,611.00	157,835.15	44.54
4240 - INSURANCE HEALTH	(9,177.02)	205,371.96	203,265.00	(2,106.96)	101.04
4250 - RETIREMENT	7,495.00	95,878.03	88,581.00	(7,297.03)	108.24
4260 - AWARDS	0.00	0.00	1,426.00	1,426.00	0.00
4270 - UNIFORMS	747.92	6,234.08	6,500.00	265.92	95.91
4280 - MISCELLANEOUS	0.00	0.00	1,189.00	1,189.00	0.00
EMPLOYEES	(134,572.62)	(2,013,778.16)	(2,050,477.00)	(36,698.84)	98.21
REPAIRS	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Twelve Months Ending December 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4410 - FIELD	6,030.05	67,965.62	61,200.00	(6,765.62)	111.05
4411 - LOCATES	915.51	19,457.78	17,340.00	(2,117.78)	112.21
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	0.00	9,667.95	0.00	(9,667.95)	0.00
4415 - WATER LINES (REPAIRS)	22,685.73	194,399.56	473,000.00	278,600.44	41.10
4416 - APPURTENANCE(REPAIR)	0.00	89,888.84	225,000.00	135,111.16	39.95
4417 - METER SETTING	0.00	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	12,020.00	616,356.59	132,600.00	(483,756.59)	464.82
4420 - STORAGE TANKS (O & M)	41.29	46,997.92	55,080.00	8,082.08	85.33
4430 - PUMP STATIONS (O & M)	173.86	114,766.77	153,000.00	38,233.23	75.01
4435 - CHLORINE STATION	667.69	2,834.12	5,631.00	2,796.88	50.33
4440 - EQUIPMENT	12,872.56	110,459.52	78,540.00	(31,919.52)	140.64
4445 - SCADA EQUIPMENT	0.00	61,829.80	30,600.00	(31,229.80)	202.06
4446 - LOCATING EQUIPMENT	0.00	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	4,159.82	68,629.67	30,000.00	(38,629.67)	228.77
4460 - VEHICLES	6,013.53	171,309.32	106,121.00	(65,188.32)	161.43
4470 - SAFETY	462.49	6,041.61	20,808.00	14,766.39	29.04
4480 - CONTROL VAULTS	0.00	0.00	34,680.00	34,680.00	0.00
OPERATION & MAINTENANCE	(66,042.53)	(1,672,253.64)	(2,001,399.00)	(329,145.36)	83.55
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	13,435.74	195,616.91	188,416.00	(7,200.91)	103.82
4610 - PRV'S	0.00	205.04	0.00	(205.04)	0.00
4650 - FILL STATION	654.32	654.32	0.00	(654.32)	0.00
ELECTRICITY	(14,090.06)	(196,476.27)	(188,416.00)	8,060.27	104.28
4700 - COMMUNICATIONS	200.16	1,301.04	52,020.00	50,718.96	2.50
COMMUNICATIONS	(200.16)	(1,301.04)	(52,020.00)	(50,718.96)	2.50
4810 - GENERAL	4,012.38	58,254.75	77,010.00	18,755.25	75.65
4820 - AUTO	1,320.12	21,804.50	20,808.00	(996.50)	104.79
4830 - WORKER'S COMP	(87,592.17)	50,406.64	78,030.00	27,623.36	64.60
INSURANCE	82,259.67	(130,465.89)	(175,848.00)	(45,382.11)	74.19
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	685,689.24	8,382,489.66	8,693,459.00	310,969.34	96.42
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	43,134.51	627,986.35	562,161.00	(65,825.35)	111.71
5150 - DIRECTORS' FEES	6,200.00	6,200.00	0.00	(6,200.00)	0.00
SALARIES	49,334.51	634,186.35	562,161.00	(72,025.35)	112.81
5210 - FICA	13,046.29	173,540.71	141,780.00	(31,760.71)	122.40
5220 - UNEMPLOYMENT	0.00	3,884.77	0.00	(3,884.77)	0.00
PAYROLL TAXES	13,046.29	177,425.48	141,780.00	(35,645.48)	125.14
5300 - HEALTH INSURANCE	0.00	0.00	62,424.00	62,424.00	0.00
5310 - ADMIN HEALTH INSURANCE	0.00	56,998.15	0.00	(56,998.15)	0.00
HEALTH INSURANCE	0.00	56,998.15	62,424.00	5,425.85	91.31
5400 - OFFICE UTILITIES	417.89	4,526.95	0.00	(4,526.95)	0.00
5401 - ELECTRICITY	0.00	10,904.29	10,404.00	(500.29)	104.81
5402 - PROPANE	3,752.76	12,887.43	7,283.00	(5,604.43)	176.95
5403 - TELEPHONE	635.56	228,713.90	23,929.00	(204,784.90)	955.80
5404 - CELL PHONE SERVICE	1,456.69	18,346.16	20,808.00	2,461.84	88.17
5405 - CELL PHONE ACCESSORIES	0.00	0.00	520.00	520.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Twelve Months Ending December 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5406 - OFFICE CLEANING SERVICE	1,360.00	17,340.00	20,808.00	3,468.00	83.33
5407 - INTERNET	233.64	2,580.04	624.00	(1,956.04)	413.47
5409 - SECURITY CAMERAS	70.30	21,583.30	12,240.00	(9,343.30)	176.33
5410 - OFFICE EQUIPMENT	0.00	306.91	510.00	203.09	60.18
5412 - PRINTERS	1,113.22	2,560.39	510.00	(2,050.39)	502.04
5440 - COMPUTER	0.00	3,109.13	5,100.00	1,990.87	60.96
5441 - COMPUTER SUPPORT	0.00	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	0.00	12,113.00	7,283.00	(4,830.00)	166.32
5444 - LICENSES (ANNUAL)	(5,800.00)	10,945.13	31,212.00	20,266.87	35.07
5445 - SENSUS METER SUPPORT	0.00	25,200.00	3,121.00	(22,079.00)	807.43
OFFICE UTILITIES	3,240.06	464,215.08	214,352.00	(249,863.08)	216.57
5510 - OFFICE EXPENSES	28,377.13	210,756.78	182,182.00	(28,574.78)	115.68
5520 - POSTAGE	205.96	2,675.56	4,000.00	1,324.44	66.89
5530 - BANK / CREDIT CARD FEES	13,605.01	54,321.46	40,000.00	(14,321.46)	135.80
5540 - BUILDING MAINTENANCE	761.00	6,009.93	7,000.00	990.07	85.86
5580 - DUES & REGISTRATION	0.00	10,153.48	0.00	(10,153.48)	0.00
OFFICE EXPENSE	42,949.10	283,917.21	233,182.00	(50,735.21)	121.76
5610 - LEGAL	49,099.07	860,512.25	375,000.00	(485,512.25)	229.47
5620 - ACCOUNTING	1,137.50	90,513.75	70,000.00	(20,513.75)	129.31
5625 - EASEMENT FEES	0.00	750.00	0.00	(750.00)	0.00
5626 - RECORDING FEES	43.00	0.00	0.00	0.00	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	12,985.00	88,789.03	225,000.00	136,210.97	39.46
5660 - MEMBERSHIP FEES	0.00	19,537.44	61,200.00	41,662.56	31.92
5680 - LAND ACQUISITION	0.00	64,986.53	102,000.00	37,013.47	63.71
PROFESSIONAL FEES	63,264.57	1,127,475.00	838,008.00	(289,467.00)	134.54
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	171,834.53	3,101,967.30	2,051,907.00	(1,050,060.30)	151.17
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	598,530.00	1,559,415.49	0.00	(1,559,415.49)	0.00
PUMP STATIONS	598,530.00	1,559,415.49	0.00	(1,559,415.49)	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	21,207.20	1,214,831.44	1,050,000.00	(164,831.44)	115.70
6510 - WATER LINES	0.00	1,457,902.72	11,500,000.00	10,042,097.28	12.68
6545 - SCADA EQUIPMENT	10,546.40	35,797.77	0.00	(35,797.77)	0.00
6550 - SHOP/YARD	0.00	242,678.00	0.00	(242,678.00)	0.00
SYSTEM	31,753.60	2,951,209.93	12,550,000.00	9,598,790.07	23.52
6610 - WATER RESOURCE MANAGER	10,350.22	10,350.22	0.00	(10,350.22)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	0.00	7,972,500.00	6,000,000.00	(1,972,500.00)	132.88

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Twelve Months Ending December 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6621 - CAPITAL CONTRIBUTIONS	0.00	8,225.31	0.00	(8,225.31)	0.00
6630 - LEGAL (WRM)	15,807.17	148,442.06	80,000.00	(68,442.06)	185.55
6640 - STORAGE	5,277.40	195,635.44	0.00	(195,635.44)	0.00
WATER RIGHTS	31,434.79	8,335,153.03	6,280,000.00	(2,055,153.03)	132.73
6710 - EASEMENTS	5,000.00	512,006.82	75,000.00	(437,006.82)	682.68
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	5,000.00	519,976.32	180,000.00	(339,976.32)	288.88
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	666,718.39	13,666,228.77	31,360,000.00	17,693,771.23	43.58
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	2,703,712.58	30,596,061.88	28,898,673.00	(1,697,388.88)	105.87
TOTAL EXPENSES	1,502,377.08	29,406,595.90	46,579,134.00	17,172,538.10	63.13
PROFIT/LOSS	1,201,335.50	1,189,465.98	(17,680,461.00)	(18,869,926.98)	(6.73)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: December 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		5,063,183.60
Add: Cash Receipts		1,680,836.73
Less: Cash Disbursements		(1,672,759.30)
Add (Less) Other		788,471.93
Ending GL Balance		5,859,732.96
Ending Bank Balance		5,982,767.35
Add back deposits in transit		
	Dec 30, 2025	CJ123025
		264.74
Total deposits in transit		264.74
(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)
	Dec 31, 2025	19800V 1,757.60
	May 28, 2025	19949 (520.00)
	Dec 31, 2025	19949V 520.00
	Aug 21, 2025	20190 (7.87)
	Sep 30, 2025	20285 (85.50)
	Sep 30, 2025	20301 (29.94)
	Nov 19, 2025	20422 (218.27)
	Nov 19, 2025	20423 (104.79)
	Nov 19, 2025	20425 (29.94)
	Nov 19, 2025	20428 (47.94)
	Nov 19, 2025	20431 (25.00)
	Nov 19, 2025	20436 (90.42)
	Nov 25, 2025	20463 (85.41)
	Nov 25, 2025	20465 (15,279.00)
	Dec 5, 2025	20485 (21,207.20)
	Dec 5, 2025	20486 (12,428.55)
	Dec 18, 2025	20486V 12,428.55
	Dec 5, 2025	20496 (8,845.00)
	Dec 10, 2025	20511 (1,000.00)
	Dec 10, 2025	20512 (4,861.03)
	Dec 10, 2025	20516 (566.16)
	Dec 10, 2025	20518 (3,655.80)
	Dec 10, 2025	20522 (2,220.88)
	Dec 15, 2025	20527 (62.82)
	Dec 15, 2025	20528 (9,587.90)
	Dec 15, 2025	20530 (8,744.00)
	Dec 15, 2025	20532 (4,133.17)
	Dec 15, 2025	20536 (12,000.00)
	Dec 15, 2025	20537 (2,026.00)
	Dec 15, 2025	20539 (4,098.25)
	Dec 15, 2025	20543 (7.75)
	Dec 18, 2025	20546 (4,106.86)
	Dec 18, 2025	20547 (1,055.04)
	Dec 18, 2025	20548 (3,402.35)
	Dec 18, 2025	20549 (100.00)
	Dec 29, 2025	20550 (376.99)
	Dec 29, 2025	20551 (8.10)
	Dec 29, 2025	20552 (12.75)
	Dec 29, 2025	20553 (784.72)
	Dec 29, 2025	20554 (208.00)
	Dec 29, 2025	20555 (8.61)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: December 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

	Dec 29, 2025	20556	(172.88)	
	Dec 29, 2025	20557	(28.00)	
	Dec 29, 2025	20558	(2,020.00)	
	Dec 29, 2025	20559	(417.29)	
	Dec 29, 2025	20560	(10,546.40)	
	Dec 30, 2025	20561	(600.00)	
	Dec 30, 2025	20562	(1,300.00)	
	Dec 30, 2025	20563	(600.00)	
	Dec 30, 2025	20564	(1,200.00)	
	Dec 30, 2025	20565	(1,300.00)	
	Dec 30, 2025	20566	(1,200.00)	
	Dec 30, 2025	20567	(117.60)	
	Dec 30, 2025	20568	(118.30)	
	Dec 30, 2025	20569	(54.60)	
	Dec 30, 2025	20570	(336.00)	
	Dec 30, 2025	20571	(122.85)	
	Dec 30, 2025	20572	(6,934.90)	
Total outstanding checks				(136,351.79)
Add (Less) Other				
	Dec 31, 2025	MARS1222	1,455.25	
	Dec 29, 2025	OP1229	4,942.26	
	Dec 30, 2025	OP1230	3,500.86	
	Dec 31, 2025	OP1231	3,154.29	
Total other				13,052.66
Unreconciled difference				0.00
Ending GL Balance				5,859,732.96

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2025
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: December 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	21,430,892.53
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>1,435,476.77</u>
Ending GL Balance	<u>22,866,369.30</u>
Ending Bank Balance	<u>22,866,369.30</u>
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>22,866,369.30</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2025
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: December 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	24,383,539.64
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(1,290,732.17)</u>
Ending GL Balance	<u>23,092,807.47</u>
Ending Bank Balance	23,092,807.47
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>23,092,807.47</u></u>

Change Order No. 3

Date of Issuance: January 6, 2026 Effective Date: January 6, 2026

Project: North Weld County Water District On-Call Professional Engineering, Survey, and Regulatory Compliance Services	Owner: North Weld County Water District	Owner's Contract No.:
Contract: Agreement for Professional Engineering Services between the North Weld County Water District and Trihydro Corporation		Date of Contract: November 14, 2022 Master Service Agreement
Contractor: N/A		Engineer's Project No.: 0075Q-003-0010

The Contract Documents are modified as follows upon execution of this Change Order:

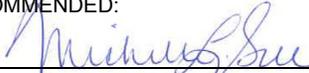
Description: Change in Contract Documents to update the schedule of charges to the Trihydro Regional 2026 Schedule of Charges. Time, materials, and expenses will be billed in accordance with Trihydro's updated Regional 2026 Schedule of Charges, attached. This will not result in a change to overall contract amounts.

Attachment:

1. Trihydro Regional 2026 Standard Schedule of Charges

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: Per Project	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Increase from previously approved Change Order No. 1: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: — Substantial completion (days): _____ — Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>N/A</u>	Contract Times prior to this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Increase of this Change Order: \$ <u>0</u>	[Increase] [Decrease] of this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>Per Project</u>	Contract Times with all approved Change Orders: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____

RECOMMENDED:

By: 
Project Manager (Authorized Signature)

Date: January 6, 2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

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. 1

Owner:	North Weld County Water District	Owner's Project No.:	
Engineer:	Trihydro Corporation	Engineer's Project No.:	0075Q-003-0010/0007
Contractor:	Garney Companies, Inc.	Contractor's Project No.:	7529
Project:	Eaton Pipeline Phase 3		
Contract Name:	Eaton Pipeline Phase 3		
		Effective Date of Change Order:	
Date Issued:	1/13/2026		1/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Increase in the Contract Price and Times to relocate two 2-inch dia. fiber optic lines which were discovered to be in conflict with the casing pipe for the proposed bore under Weld County Road 35. While potholing to locate depths of existing utilities in the vicinity of the bore under Weld County Road 35 on December 10, 2025, Garney's potholing subcontractor encountered two 2-inch dia. fiber optic lines at a depth of approximately 9-ft. on the west side of County Road 35. The fiber optic lines were determined to be in conflict with the proposed 48-inch dia. steel casing pipe. The project team, consisting of NWCWD staff, Garney, and Trihydro met to discuss the utility conflict and determine a solution. It was decided to excavate along the length of the fiber optic alignment far enough on each side of the proposed crossing to expose the fiber optic conduit and raise the lines approximately 5.5-ft., utilizing the slack installed in the fiber optic pull boxes. Garney coordinated with ALLO, the owner of the fiber optic lines, to develop and execute the vertical relocation of the fiber optic lines. The resulting change in Contract Price of \$41,970.27 includes the labor equipment, and subcontractor fees required to raise the fiber optic lines and re-install the lines approximately 18-inches above the steel casing pipe, once installed. The requested increase to the Contract Times includes five days to accomplish the work outlined above and also accounts for the delay to Garney's boring subcontractor mobilization. The change in contract time does not change the individual landowner time restriction dates outlined in the easements.

Attachments:

Change Order Request, dated January 12, 2026

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,336,500.00	Original Contract Times: Substantial Completion: <u>May 31, 2026</u> Ready for final payment: <u>June 30, 2026</u>
[[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [[Number of previous Change Order]] : \$ 0.00	[[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [[Number of previous Change Order]] : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ 4,336,500.00	Contract Times prior to this Change Order: Substantial Completion: <u>May 31, 2026</u> Ready for final payment: <u>June 30, 2026</u>
Increase this Change Order: \$ 41,970.27	Increase this Change Order: Substantial Completion: <u>5 days</u> Ready for final payment: <u>5 days</u>
Contract Price incorporating this Change Order: \$ 4,378,470.27	Contract Times with all approved Change Orders: Substantial Completion: <u>June 5, 2026</u> Ready for final payment: <u>July 5, 2026</u>

Recommended by Engineer

Accepted by Contractor

By: C. John Smith
Title: Senior Engineer
Date: 1/13/2026

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

T & M EXTRA WORK ORDER SHEET



Garney Construction

345 Inverness Drive South, Building B, Suite 205
 Englewood, CO 80112
 PHONE: (303) 791-3600

DATE: 12/22/2025 EXTRA WORK ORDER NUMBER: COR 001
 GARNEY PROJECT NUMBER: 7529 WORK COMPLETED?: YES/NO YES
 EXTRA WORK ORDER FOR: Fiber Relocation T & M 1 OF 5

DESCRIPTION OF WORK: Following initial test pitting on 12/10/25, the fiber line in conflict was re-excavated with vacuum excavation methods. Garney's survey subcontractor was used to gather data to better determine how to proceed with relocation.

LABOR

EMPLOYEE NAME	ROLE	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
Ron McPherson	Sr. Superintendent		-	
Corey Jolly	Superintendent		-	
Kendall DeVries	Project Manager		-	
Alex Tapia	Asst Project Manager	8	-	8
Hunter McPherson	Foreman (Job Foreman)			
Alejandro Martinez	Laborer 1 - Pipelayer			
Coedy Slater	Operator - Excavator	8		8

MATERIALS & SUPPLIES

DESCRIPTION	QUANTITY	UNIT

EQUIPMENT & SUBCONTRACTORS

DESCRIPTION	QUANTITY	UNIT
Excavator - CAT 330 (Rental)	1	Days
Majestic Survey - Data Collect	1	Days
Consolidated - Vacuum Excavate	1	Days

 GARNEY REPRESENTATIVE

 DATE:

 OWNER REPRESENTATIVE

 DATE:

T & M EXTRA WORK ORDER SHEET



Garney Construction

345 Inverness Drive South, Building B, Suite 205
 Englewood, CO 80112
 PHONE: (303) 791-3600

DATE: 1/5/2025 EXTRA WORK ORDER NUMBER: COR 001
 GARNEY PROJECT NUMBER: 7529 WORK COMPLETED?: YES/NO YES
 EXTRA WORK ORDER FOR: Fiber Relocation T & M 2 OF 5
 DESCRIPTION OF WORK: Using a vac truck, the fiber line was slot trenched approx. 30' to prepare for relocation.
Coordination with Allo Fiber and North Weld County.

LABOR

EMPLOYEE NAME	ROLE	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
Ron McPherson	Sr. Superintendent		-	
Corey Jolly	Superintendent		-	
Kendall DeVries	Project Manager	4	-	4
Alex Tapia	Asst Project Manager	4	-	4
Hunter McPherson	Foreman (Job Foreman)	8	2	10
Alejandro Martinez	Laborer 1 - Pipelayer			
Coedy Slater	Operator - Excavator	8	2	10

MATERIALS & SUPPLIES

DESCRIPTION	QUANTITY	UNIT

EQUIPMENT & SUBCONTRACTORS

DESCRIPTION	QUANTITY	UNIT
Consolidated - Vaccum Excavate	1	Days

 GARNEY REPRESENTATIVE

 DATE:

 OWNER REPRESENTATIVE

 DATE:

T & M EXTRA WORK ORDER SHEET



Garney Construction

345 Inverness Drive South, Building B, Suite 205
 Englewood, CO 80112
 PHONE: (303) 791-3600

DATE: 1/6/2025 EXTRA WORK ORDER NUMBER: COR 001
 GARNEY PROJECT NUMBER: 7529 WORK COMPLETED?: YES/NO YES
 EXTRA WORK ORDER FOR: Fiber Relocation T & M 3 OF 5
 DESCRIPTION OF WORK: Excavated fiber trench using CAT 349 excavator and installed trench box and steel road plates over fiber line for access. Additional vac truck services were supplied to assist Allo Fiber in location and trenching of fiber.

LABOR

EMPLOYEE NAME	ROLE	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
Ron McPherson	Sr. Superintendent	4	-	4
Corey Jolly	Superintendent		-	
Kendall DeVries	Project Manager	4	-	4
Alex Tapia	Asst Project Manager	8	-	8
Hunter McPherson	Foreman (Job Foreman)	8	2	10
Alejandro Martinez	Laborer 1 - Pipelayer	8	2	10
Coedy Slater	Operator - Excavator	8	2	10

MATERIALS & SUPPLIES

DESCRIPTION	QUANTITY	UNIT

EQUIPMENT & SUBCONTRACTORS

DESCRIPTION	QUANTITY	UNIT
Consolidated - Vacuum Excavate	1	Days
Excavator - CAT 349	1	Days
Majestic Survey - Confirm Bore C/L and Fiber	1	Days
Allo Fiber	1	Days

 GARNEY REPRESENTATIVE

 DATE:

 OWNER REPRESENTATIVE

 DATE:

T & M EXTRA WORK ORDER SHEET



Garney Construction

345 Inverness Drive South, Building B, Suite 205
 Englewood, CO 80112
 PHONE: (303) 791-3600

DATE: 1/7/2025 EXTRA WORK ORDER NUMBER: COR 001
 GARNEY PROJECT NUMBER: 7529 WORK COMPLETED?: YES/NO YES
 EXTRA WORK ORDER FOR: Fiber Relocation T & M 4 OF 5
 DESCRIPTION OF WORK: Allo completed relocation of fiber utility in order to raise line and avoid conflict. Vac truck on site to assist with excavation.

LABOR

EMPLOYEE NAME	ROLE	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
Ron McPherson	Sr. Superintendent		-	
Corey Jolly	Superintendent	4	-	4
Kendall DeVries	Project Manager	2	-	2
Alex Tapia	Asst Project Manager	4	-	4
Hunter McPherson	Foreman (Job Foreman)	4		4
Alejandro Martinez	Laborer 1 - Pipelayer	4		4
Coedy Slater	Operator - Excavator	4		4

MATERIALS & SUPPLIES

DESCRIPTION	QUANTITY	UNIT

EQUIPMENT & SUBCONTRACTORS

DESCRIPTION	QUANTITY	UNIT
Consolidated - Vacuum Excavate	1	Days
Excavator - CAT 349	1	Days
Allo Fiber	1	Days

 GARNEY REPRESENTATIVE

 DATE:

 OWNER REPRESENTATIVE

 DATE:

T & M EXTRA WORK ORDER SHEET



Garney Construction

345 Inverness Drive South, Building B, Suite 205
 Englewood, CO 80112
 PHONE: (303) 791-3600

DATE: TBD EXTRA WORK ORDER NUMBER: COR 001
 GARNEY PROJECT NUMBER: 7529 WORK COMPLETED?: YES/NO NO

EXTRA WORK ORDER FOR: Fiber Relocation T & M 5 OF 5

DESCRIPTION OF WORK: Following completion of trenchless crossing, the relocated fiber line will be trenched, installed, and backfilled to provide appropriate clearance above new steel casing and burial depth, per Allo Fiber standards. Blue Tec will complete silt fence repairs/replacement in the area of fiber relocation.

LABOR

EMPLOYEE NAME	ROLE	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
Ron McPherson	Sr. Superintendent		-	
Corey Jolly	Superintendent	4	-	4
Kendall DeVries	Project Manager		-	
Alex Tapia	Asst Project Manager		-	
Hunter McPherson	Foreman (Job Foreman)	4		4
Alejandro Martinez	Laborer 1 - Pipelayer			
Coedy Slater	Operator - Excavator	4		4

MATERIALS & SUPPLIES

DESCRIPTION	QUANTITY	UNIT

EQUIPMENT & SUBCONTRACTORS

DESCRIPTION	QUANTITY	UNIT
Excavator - CAT 349	1	Days
Blue Tec - Silt Fence Repair/Replace	1	Days

 GARNEY REPRESENTATIVE

 DATE:

 OWNER REPRESENTATIVE

 DATE:

T&M LABOR

LABOR CLASSIFICATION	HOURLY BILLING RATE	HOURLY OT RATE
Area Manager	\$ 250.00	
Sr. Project Manager	\$ 235.00	
Project Manager	\$ 199.00	
Asst Project Manager	\$ 148.00	
Project Engineer	\$ 129.00	
Sr. Superintendent	\$ 229.00	
Superintendent	\$ 194.00	
Assist. Superintendent	\$ 155.00	
Field Engineer	\$ 117.00	
Field Clerk	\$ 72.00	
Project Coordinator	\$ 96.00	
Regional Safety Manager	\$ 195.00	
Safety Manager	\$ 159.00	
Foreman (Job Foreman)	\$ 116.00	\$ 174.00
Carpenter	\$ 89.00	\$ 133.50
Concrete Finisher	\$ 79.00	\$ 118.50
Pipe Fitter	\$ 83.00	\$ 124.50
Pipelayer	\$ 83.00	\$ 124.50
Laborer	\$ 75.00	\$ 112.50
Crane Operator	\$ 127.00	\$ 190.50
Excavator Operator	\$ 102.00	\$ 153.00
Loader Operator	\$ 85.00	\$ 127.50
General Operator	\$ 82.00	\$ 123.00
Intern / Co-Op	\$ 72.00	\$ 108.00

T&M EQUIPMENT

EQUIPMENT DESCRIPTION	MONTHLY BLUEBOOK RENTAL RATE	DAILY BLUEBOOK RENTAL RATE (based on shifts per month)	HOURLY BLUEBOOK OPERATING COSTS
ADT: JOHN DEERE - 260E (19.5 - 25.4 MT)	\$ 25,295.00	\$ 1,264.75	\$ 74.35
ADT: CATERPILLAR - 730-D4 (25.5 - 29.4 MT)	\$ 21,265.00	\$ 1,063.25	\$ 66.06
BACKHOE: JOHN DEERE - 310SL (13.5 - 14.4 ft)	\$ 5,930.00	\$ 296.50	\$ 33.20
BACKHOE: JOHN DEERE - 320P (13.5 - 14.4 ft)	\$ 7,505.00	\$ 375.25	\$ 35.50
BACKHOE: JOHN DEERE - 410L (14.5 - 15.4 ft)	\$ 9,230.00	\$ 461.50	\$ 38.65
DOZER: JOHN DEERE - 850L (190 - 259 HP)	\$ 13,910.00	\$ 695.50	\$ 62.60
EXCAVATOR: CATERPILLAR - 330-07 (28.5 - 33.4 MT)	\$ 13,305.00	\$ 665.25	\$ 38.03
EXCAVATOR: CATERPILLAR - 335FLCR (33.5 - 40.4 MT)	\$ 13,775.00	\$ 688.75	\$ 46.11
EXCAVATOR: CATERPILLAR - 336-07 (33.5 - 40.4 MT)	\$ 14,980.00	\$ 749.00	\$ 48.15
EXCAVATOR: JOHN DEERE - 345P 3D (40.5 - 50.4 MT)	\$ 16,670.00	\$ 833.50	\$ 53.93
EXCAVATOR: JOHN DEERE - 350P (50.5 - 66.4 MT)	\$ 16,270.00	\$ 813.50	\$ 50.71
EXCAVATOR: CATERPILLAR - 352 (50.5 - 66.4 MT)	\$ 20,123.00	\$ 1,006.15	\$ 56.35
EXCAVATOR: CATERPILLAR - 349-07 (50.5 - 66.4 MT)	\$ 19,105.00	\$ 955.25	\$ 66.58
EXCAVATOR: JOHN DEERE - 470P (50.5 - 66.4 MT)	\$ 25,460.00	\$ 1,273.00	\$ 82.13
EXCAVATOR: CATERPILLAR - 374FL (66.5 - 90.4 MT)	\$ 16,850.00	\$ 842.50	\$ 58.20
EXCAVATOR: CATERPILLAR - 395-07 (90-95 MT)	\$ 21,403.00	\$ 1,070.15	\$ 224.73
GRADER: JOHN DEERE - 772G (250 HP & Over)	\$ 16,430.00	\$ 821.50	\$ 63.71
LOADER: JOHN DEERE - 624P (3.5 CY)	\$ 6,510.00	\$ 325.50	\$ 31.92
LOADER: JOHN DEERE - 644P (4.0 CY)	\$ 7,625.00	\$ 381.25	\$ 38.56
LOADER: JOHN DEERE - 744P (5.0 CY)	\$ 13,240.00	\$ 662.00	\$ 60.75
SKID STEER: CATERPILLAR - 289D3 (2501 - 2850 lbs)	\$ 9,030.00	\$ 451.50	\$ 30.23
SKID STEER: CATERPILLAR - 299D3 (2851 - 3200 lbs)	\$ 10,050.00	\$ 502.50	\$ 34.95
MISC: Pipelaying Trench Box	\$ 3,071.24	\$ 153.56	
MISC: Pipelaying Joint Box	\$ 2,067.24	\$ 103.36	
MISC: Steel Plates	\$ 426.59	\$ 21.33	
MISC: Excavator Split/Single Compaction Wheel	\$ 938.08	\$ 46.90	
MISC: Topcon Survey Rover	\$ 3,049.50	\$ 152.48	
MISC: Survey Drone	\$ 1,492.48	\$ 74.62	
MISC: Hydrostatic Test Pump	\$ 1,555.98	\$ 77.80	

CONSOLIDATED — RESOURCE —

Customer Information	Garney 63 rd st Potholeing	Anni Dole	651.395.9043
Hydrovac Manager	Dean Veik	dveik@conresllc.com	970.714.8688
Billing Contact Information	Accounts Receivable	AR@conresllc.com	970.616.4600

Labor Rates	Discounted Rate	Standard Rate	
Project Manager		\$105.00	/HR
Superintendent		\$93.00	/HR
Foreman		\$70.00	/HR
Operator		\$70.00	/HR
CDL Driver		\$65.00	/HR
Laborer		\$45.00	/HR

Specialty Services			
Hydrovac truck with two-man crew	\$265 / HR	\$275.00	/HR
Hydrovac truck with two-man crew (Day Rate 12 hours port to port)	\$3180 / Day	\$3,300.00	/Day
Hydrovac truck with two-man crew (Weekend/Emergency Call Out)		\$325.00	/HR
Mobilization if greater than 100 miles from shop		\$200.00	/HR
Side dump with Semi		\$125.00	/HR
Core Drill up to 12" (Minimum Drill Callout = 4)	\$100 / Each	\$125.00	/EA
Offsite Water Procurement for Vac Truck		\$75.00	/EA
Offsite Water Procurement for Water Truck		\$250.00	/EA
Offsite Non-Hazardous Vac Dump Fee		\$200.00	/EA
Special Offsite Dump Fee		Cost Plus 20%	/EA
Squeegee		\$75.00	/TON

Trucks			
Crew Truck with Tools		\$35.00	/HR

Equipment			
Air Compressor		\$45.00	/HR
Backhoe		\$75.00	/HR
Small Excavator		\$105.00	/HR
Large Excavator		\$150.00	/HR
Loader		\$150.00	/HR
Plow Truck		\$85.00	/HR
Skid Steer		\$70.00	/HR
Trench Compactor		\$60.00	/HR
Roller up to 84"		\$80.00	/HR
Water Truck 2000 gallon		\$95.00	/HR
Water Truck 4000 gallon		\$110.00	/HR
Trailer		\$35.00	/HR
Extra Hose		\$2.00	/LF
Shop Fee for Consumables		\$50.00	/EA

Terms and Conditions

Payment terms will be net 30 unless otherwise negotiated between the customer and Consolidated Resource, LLC

All call outs will have a minimum 4hour fee.

Equipment on site will be billed at hours worked by the crew

Any material purchased will be charged at cost plus 15%

All rates are based on port to port

At any point if Consolidated Resource encounters significant rock/frozen ground/ or any other subsurface materials that cause impaired excavation we will stop work and inform the customer. At this point further excavation of that area will fall under a T&M basis using the above listed rates or as negotiated with the customer.

Standby time will be charged at the above rates

Per Diem will be negotiated for projects over 75 miles from the nearest company office.

A 4-hour show-up time will be paid if the crews are on site & stopped before work begins.

Overtime rates shall be charged at 1.5 times the quoted hourly rate and shall be applicable to all hours more than (8) eight hours per day.

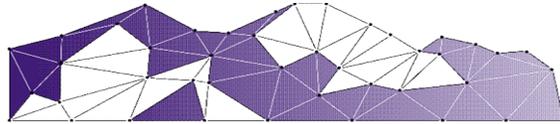
Anything over 40 hours in a single week will be billed at a 1.5 hourly rate.

Applicable Hydrovac Hazardous Material Decontamination will be billed at \$1000.00 per decontamination as required

Hydrovac Services - Traffic Control & 811 Locates will be the burden of the customer and will be responsible for listing Consolidated Resource as the Potholer for the Project on the 811 tickets unless otherwise negotiated with the customer.

Mobilization fee will only be applicable if negotiated with the customer, this fee is used to value engineer the non-production travel time of the hydrovac and crew.

If this is not agreed upon the crews travel time will be billed at the appropriate hydrovac hourly rate as depicted above.



MAJESTIC SURVEYING

SURVEY PROPOSAL

CLIENT: GARNEY CONSTRUCTION
 PROJECT NAME: NWCWD EATON PIPELINE PH 3
 PLANS BY: TRIHYDRO
 PLAN SET DATED: AUGUST, 2025

ATTN: ANNI
 LOCATION: EATON
 S-T-R: 11,12-06N-66W
 DATE: SEPTEMBER 24, 2025

<u>DESCRIPTION</u>	<u>BASE</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
PROJECT SETUP			
SURVEY CALCULATIONS & PLAN VERIFICATION	1	LS	\$1,740.00
VERIFY & MAINTAIN SURVEY CONTROL	1	LS	\$1,125.00
STAKING			
BASE WATERLINE			
STAKE EASEMENT/ TEMP. CONSTRUCTION EASEMENT	±12,800	LF	\$2,250.00
STAKE & GRADE AT 50' INTERVALS (INCLUDING BENDS, FITTINGS, ARV'S, ETC.)	6180	LF	\$3,825.00
STAKE & GRADE CASING	1	EA	\$675.00
As-BUILTS-VALVES, ARV'S, BLOWOFFS ETC.	1	LS	\$900.00
BASE TOTAL=			\$10,515.00

<u>DESCRIPTION</u>	<u>ALTERNATE</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
PROJECT SETUP			
SURVEY CALCULATIONS & PLAN VERIFICATION	1	LS	\$725.00
VERIFY & MAINTAIN SURVEY CONTROL	1	LS	\$450.00
STAKING			
BASE WATERLINE			
STAKE EASEMENT/ TEMP. CONSTRUCTION EASEMENT	±2,400	LF	\$450.00
STAKE & GRADE AT 50' INTERVALS (INCLUDING BENDS, FITTINGS, ARV'S, ETC.)	1200	LF	\$1,125.00
STAKE & GRADE CASING	1	EA	\$675.00
As-BUILTS-VALVES, ARV'S, BLOWOFFS ETC.	1	LS	\$450.00
ALT TOTAL=			\$3,875.00

THIS SURVEY PROPOSAL IS VALID FOR 90 DAYS FROM THE DATE SUBMITTED. AT LEAST ONE WEEK NOTICE WILL BE REQUIRED FOR ALL SCHEDULING PURPOSES. THIS SURVEY PROPOSAL IS FOR ONE SET OF STAKES, ALL RE-STAKING WILL BE CHARGED AT OUR CURRENT HOURLY RATE SCHEDULE. THIS SURVEY PROPOSAL IS BASED ON AN ESTIMATED TEN (10) TRIPS TO THE SITE. IF MORE TRIPS ARE REQUIRED, ADDITIONAL TRIPS WILL BE BILLED AT OUR CURRENT HOURLY RATE SCHEDULE.

Steve A. Syring

STEVE A. SYRING
 1111 DIAMOND VALLEY DR STE 104, WINDSOR, CO 80550
 STEVES@MAJESTICSURVEYING.COM

CO LS#38469
 OFF. (970)833-5698



RENTAL RETURN INVOICE

256900485-001

BRANCH J00
1926 SE FRONTAGE RD
FORT COLLINS CO 80525-9717
970-482-9999

Job Site

EATON PIPELINE PROJECT
16504 COUNTY ROAD 72
EATON CO 80615-8711

Office: 303-791-3600

Customer # : 382816
Invoice Date : 12/24/25
Rental Out : 12/22/25 12:00 PM
Rental In : 12/23/25 12:00 PM
UR Job Loc : 16504 CR 72, EATON
UR Job # : 3349
Customer Job ID:
P.O. # : 7529
Requested By : ALEX WATSON
Reserved By : ALEX SHAPIRO
Salesperson : DEVAN MOCK

GARNEY CONST WESTERN REGION
1700 SWIFT AVE
NORTH KANSAS CITY MO 64116-3821

Invoice Amount: \$1,312.54

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-967-4574
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11088692	EXCAVATOR 30000-34999# RUBBER TRACK Make: TAKEUCHI Model: TB2150CR Serial: 514600842 Meter out: 2961.30 Meter in: 2962.60	739.00	761.00	2,019.00	4,930.00	761.00
1	905/5025	EXCAVATOR BUCKET 24"					N/C

Rental Subtotal: 761.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	CO RETAIL DELIVERY FEE	[CORDF/MCI] .290	EACH	.29
1	SMM FEE	[SMM/MCI] 15.220	EACH	15.22
25.70	DYED DIESEL	[DYEDDSL/MCI] 7.100	EACH	182.47
1	DELIVERY CHARGE	150.000	EACH	150.00
1	PICKUP CHARGE	150.000	EACH	150.00
Sales/Misc Subtotal:				497.98
Agreement Subtotal:				1,076.51
Fuel:				182.47
Tax:				53.56
Total:				1,312.54

COMMENTS/NOTES:

ONSITE CONTACT: ALEX TAPIA
CELL#: 661-312-7426

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



January 6, 2026

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. 2

Dear Mr. Reckentine:

Enclosed for your review and processing is Application for Payment No. 2 for the subject project. Garney Companies, Inc. (Garney) submitted the payment application to Trihydro Corporation (Trihydro) on December 17, 2025. A completed *Affidavit Acknowledging Payment to Materialmen, Subcontractors, and Laborers*, submitted on January 5, 2026, is also enclosed. Trihydro has reviewed and agrees with the payment application and the amounts requested for the Mobilization, Bonds, and Insurance, the Site Drainage and Temporary Erosion Control, and the Temporary Traffic Control bid items. There were no stored materials claimed for this payment application period. Trihydro recommends payment of \$139,222.50 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:	2
		APPLICATION DATE:	12/17/2025
		PERIOD BEGINNING:	12/1/2025
		PERIOD ENDING:	12/31/2025
		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:	\$ 14,167.50
			Net Change by Change Order:	\$ -	Retainage Previous:	\$ 6,840.00
			Revised Current Contract Amount:	\$ 4,336,500.00	Change in Retainage:	\$ 7,327.50
			Total Work Completed and Stored to Date:	\$ 283,350.00		
			Less Previous Payment:	\$ 136,800.00		
			Amount due this Pay Application (before retainage):	\$ 146,550.00		
			Less Retainage:	\$ 7,327.50		
Net Change by Change Order: \$ -			AMOUNT DUE THIS APPLICATION:	\$ 139,222.50		
Change Order %: 0%						

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: 12/17/2025

By: Kendall DeVries




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

Date:

1/6/2026

By:



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

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

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

APPLICATION NUMBER: 2
APPLICATION DATE: 12/17/2025
PERIOD BEGINNING: 12/1/2025
PERIOD ENDING: 12/31/2025

PO NUMBER GARNEY: 0075Q-003-0010
PO NUMBER: 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	40%	\$ 110,800.00	80%	\$ 221,600.00	\$ -	\$ 221,600.00	\$ 55,400.00	80%
2	Site Drainage and Temporary Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00	15%	\$ 7,500.00	10%	\$ 5,000.00	25%	\$ 12,500.00	\$ -	\$ 12,500.00	\$ 37,500.00	25%
3	Temporary Traffic Control	1	LS	\$ 13,500.00	\$ 13,500.00	50%	\$ 6,750.00		\$ -	50%	\$ 6,750.00	\$ -	\$ 6,750.00	\$ 6,750.00	50%
4	Topsoil Stripping, Management, and Placement	5	AC	\$ 5,000.00	\$ 25,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 25,000.00	0%
5	Connect to Existing Water Line (30" C900 DR18 PVC)	1	EA	\$ 22,000.00	\$ 22,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 22,000.00	0%
6	PVC Waterline - C900 DR18 (30")	4,560	LF	\$ 230.00	\$ 1,048,800.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 1,048,800.00	0%
7	PVC Water Line - C900 DR18 (30") with Restrained Joints	1,620	LF	\$ 400.00	\$ 648,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 648,000.00	0%
8	Combination Air/Vac Valve Station - Type I	1	EA	\$ 90,000.00	\$ 90,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 90,000.00	0%
9	Combination Air/Vac Valve Station - Type II	1	EA	\$ 180,000.00	\$ 180,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 180,000.00	0%
10	Temporary Blowoff Assembly (4")	1	EA	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 10,000.00	0%
11	Blowoff Assembly (8")	1	EA	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 45,000.00	0%
12	Water Line Fitting (30" 11.25 Bend)	1	EA	\$ 10,500.00	\$ 10,500.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 10,500.00	0%
13	Water Line Fitting (30" 22.5 Bend)	1	EA	\$ 13,000.00	\$ 13,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 13,000.00	0%
14	Water Line Fitting (30" 45 Bend)	10	EA	\$ 14,000.00	\$ 140,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 140,000.00	0%
15	Water Line Fitting (30" 90 Bend)	3	EA	\$ 15,000.00	\$ 45,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 45,000.00	0%
16	Butterfly Valve (30" MJ x MJ) - Owner-Furnished	2	EA	\$ 12,500.00	\$ 25,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 25,000.00	0%
17	Deadman Restraint	2	EA	\$ 5,500.00	\$ 11,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 11,000.00	0%
18	Flow Fill Cutoff Wall	10	EA	\$ 1,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 10,000.00	0%
19	Casing Pipe - Steel (48" x 0.375")	180	LF	\$ 2,700.00	\$ 486,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 486,000.00	0%
20	Remove and Replace Irrigation Ditch (Concrete, Sta. 400+05)	1	EA	\$ 8,000.00	\$ 8,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 8,000.00	0%
21	Site Cleanup and Revegetation	1	AC	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 15,000.00	0%
22	Dewatering	1	LS	\$ 210,000.00	\$ 210,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 210,000.00	0%
Add Alternate															
AA-1	Mobilization, Bonds, and Insurance	1	LS	\$ 50,000.00	\$ 50,000.00	40%	\$ 20,000.00	40%	\$ 20,000.00	80%	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 10,000.00	80%
AA-2	Site Drainage and Temporary Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00	15%	\$ 1,500.00	10%	\$ 1,000.00	25%	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 7,500.00	25%
AA-3	Topsoil Stripping, Management, and Placement	1	AC	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 5,000.00	0%
AA-4	PVC Water Line - C900 DR18 (30")	800	LF	\$ 230.00	\$ 184,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 184,000.00	0%
AA-5	PVC Water Line - C900 DR18 (30") with Restrained Joints	400	LF	\$ 400.00	\$ 160,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 160,000.00	0%
AA-6	Blowoff Assembly (8")	1	EA	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 45,000.00	0%
AA-7	Water Line Fitting (30" 11.25 Bend)	1	EA	\$ 10,500.00	\$ 10,500.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 10,500.00	0%
AA-8	Water Line Fitting (30" 45 Bend)	5	EA	\$ 14,000.00	\$ 70,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 70,000.00	0%
AA-9	Water Line Fitting (30" Cap)	1	EA	\$ 7,300.00	\$ 7,300.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 7,300.00	0%
AA-10	Butterfly Valve (30" MJ x MJ) - Owner-Furnished	1	EA	\$ 12,500.00	\$ 12,500.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 12,500.00	0%
AA-11	Flow Fill Cutoff Wall	3	EA	\$ 1,000.00	\$ 3,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 3,000.00	0%
AA-12	Casing Pipe - Steel (42" x 0.375")	114	LF	\$ 2,600.00	\$ 296,400.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 296,400.00	0%
AA-13	Site Cleanup and Revegetation	3	AC	\$ 5,000.00	\$ 15,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 15,000.00	0%
AA-14	Dewatering	1	LS	\$ 85,000.00	\$ 85,000.00		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 85,000.00	0%

Contract Summary:

Sub-Totals:	\$ 4,336,500.00	3.38%	\$ 146,550.00	3.15%	\$ 136,800.00	6.53%	\$ 283,350.00	\$ -	\$ 283,350.00	\$ 4,053,150.00	6.53%
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Change Orders

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Change Order Summary:

Sub-Totals:	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	-
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Contract Summary:

PAY APPLICATION TOTALS	\$ 4,336,500.00	\$ 146,550.00	\$ 136,800.00	\$ 283,350.00	\$ 0.00	\$ 283,350.00	\$ 4,053,150.00	6.5%
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SECTION 00 62 77

AFFIDAVIT ACKNOWLEDGING PAYMENT TO MATERIALMEN, SUBCONTRACTORS, AND LABORERS

[Completed form must accompany all requests for progress payments beginning with the second request]

Contractor: Garney Companies, Inc.

Owner: North Weld County Water District

Project: Eaton Pipeline Phase 3

Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment. (General Conditions, Article 15.01.B.3).

I, Kendall DeVries, hereby certify to the best of my knowledge, information, and belief, and on penalty of false swearing that:

- I am authorized to complete and sign this affidavit on the Contractor's behalf as the Contractor's Representative.
Other than the reasonable disputes listed and described in this affidavit, all materialmen, subcontractors, and laborers have been paid according to their respective contracts for the work or services they performed, or materials they provided for the above-referenced contract through November 30, 2025 (the date of the most recent payment received by the Contractor from the Owner).
The funds for the disputes described in this affidavit are not included in the current progress payment request submitted with this affidavit and are not included in the total amount claimed in that pay request as work completed.

Disputes: (If none, write "None." Attach additional pages, as necessary.)

Table with 3 columns: Name of Entity, Amount Not Paid, Reason Funds Not Paid. Row 1: None, None, None. Total Amount Not Paid: \$None

Kendall DeVries
Signature of Contractor's Representative

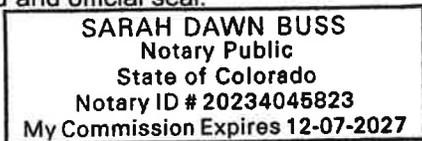
12/29/2025
Date

Kendall DeVries, Project Manager
Name and Title of Contractor's Representative

STATE OF Colorado
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by Kendall DeVries this 29 day of December, 2025.

Witness my hand and official seal.



Sarah Buss
Notarial Officer

My commission expires: 12-7-27



January 13th, 2026

Eric Reckentine
North Weld County Water District
PO Box 56 – 32825 CR 39
Lucerne, CO 80646

Re: North Weld County Water District Development Plan Review Scope and Fee, Phase 2 – Rev 1 Final

Dear Mr. Reckentine:

Hazen and Sawyer (Hazen) is pleased to provide you with a scope and level of effort for Phase 2 of the Development Plan Reviews to extend the work through August 2026. Hazen will support North Weld County Water District NWCWD (District) by completing the following tasks:

- **Task 1 Project Management**
 - General project management activities including invoicing, status updates, coordination, and financial tracking for a six (6) month period extending from March through August 2026.

Task 1 Deliverables:

- Monthly invoice and status updates

- **Task 2 Development Plan Reviews and Coordination**
 - General coordination with the District, Stantec, and applicants as necessary.
 - 1-hour weekly coordination meetings for a six (6) month period.

Task 2 Deliverables:

- Coordination meeting agendas and minutes

- **Task 3 Supplemental Services**
 - Site observations and submittal reviews for up to eight (8) hours per week for a six (6) month period

Task 3 Deliverables:

- Observation reports
- Submittal responses



Assumptions:

- Hazen will continue to support the permitting process with WTRF, hydraulic modeling, and development plan reviews as necessary and funded under the Phase 1 contract.

The level of effort for this project is \$80,782. Detailed hours and rates associated with subtasks are provided in Attachment 1. Work will be performed on a time and materials basis.

Please call Ethan Ford (970) 402-7036 if you have any questions or would like to discuss.

Hazen and Sawyer,

A handwritten signature in cursive script that reads "Ethan Ford".

Ethan Ford, PE
Project Manager
eford@hazenandsawyer.com



Attachment 1

**Development Plan Review Fee Phase
2**

		Marie King	Ethan Ford	Aaron Henderson	Ridge Bowolick	Hazen				Grand Total
		Project Director	Project Manager	Senior Engineer	Engineer	Labor Hours	Labor Cost	Expenses	Subtotal	
		\$307	\$297	\$219	\$151					
Task 1: Project Management		Assumptions								
1.02 Project Management, Invoicing, and Coordination	6 month schedule. March - August 2026	6	24			30	\$8,970	\$ 1,000	\$9,970	\$9,970
TASK 1 - SUBTOTAL		6	24	0	0	30	\$ 8,970	\$ 1,000	\$ 9,970	\$ 9,970
Task 2: Development Plan Reviews										
2.02 General Coordination and Meetings	Progress meetings, non permittee specific coordination	12	24	48	96	180	\$35,820	\$ 1,000	\$36,820	\$36,820
TASK 2 - SUBTOTAL		12	24	48	96	180	\$ 35,820	\$ 1,000	\$ 36,820	\$ 36,820
Task 3: Supplemental Services										
3.02 Site Inspections	8 hours/week for 6 months				192	192	\$28,992	\$ 5,000	\$33,992	\$33,992
TASK 3 - SUBTOTAL		0	0	0	192	192	\$ 28,992	\$ 5,000	\$ 33,992	\$ 33,992
TOTAL BASE FEE (TASK 1-3)		18	48	48	288	402	\$ 73,782	\$ 7,000	\$ 80,782	\$ 80,782

HAZEN AND SAWYER
 Professionals and Support Staff
 2026 Rates - NWCWD

Title	Hourly Rate
Project Director/Program Manager	\$307
Project Manager	\$297
Design Manager	\$271
Senior Discipline Engineer	\$271
Associate Engineer	\$250
Senior Engineer	\$219
Senior Scientist	\$203
Senior Construction Manager	\$203
Senior CADD/BIM	\$193
Principal Engineer	\$193
Project Engineer	\$188
Senior Technician	\$188
Senior Field Coordinator/Inspector	\$172
Project Scientist	\$167
Engineer	\$167
CAD/BIM Designer	\$162
Assistant Engineer	\$151
GIS Analyst	\$151
Assistant CAD/BIM Designer	\$146
Scientist	\$141
Field Coordinator/Inspector	\$141
Assistant GIS Analyst	\$141
Senior Administrator	\$130
Administrator	\$115

Hazen will markup Subconsultants 5%
 Current IRS allowable mileage rate
 Other direct costs: At cost
 Travel reimbursement: At cost

 Tad Stout, President

December 30, 2025

Via DocuSign

North Weld County Water District
Attn: Eric Reckentine, General Manager
(ericr@nwcwd.org)
Attn: Richard Raines, Water Resources Manager
(rraines@scwtp.org)
32825 Co Rd 39
Lucerne, CO 80646

**Re: Case no. 25CW3152, Water Division No. 1
Engagement of Fairfield and Woods, P.C.**

Dear Mr. Reckentine and Mr. Raines:

Thank you for selecting Fairfield and Woods, P.C. as the attorneys for North Weld County Water District (the “Company”). This letter and the attached Policies and Procedures Addendum are intended to set forth our agreement for providing legal services to you.

You are retaining Fairfield and Woods, P.C. (“FW”), as attorneys for the Company to advise and represent the Company in opposing the application in Case No. 2025CW3152, Water Division No. 1. You have not retained us at this time to take any other action on your behalf.

It is anticipated that I and my colleague Eric Trout will be primarily responsible for the Company’s account. My current billing rate is \$500.00 per hour. Eric’s billing rate is \$450.00 per hour.

From time to time, other attorneys or paralegals may assist with this matter as needed. Their billing rates may be different from the rates for those principally responsible for this matter. We reserve the right to adjust our hourly rates from time to time and will inform you of any changes in the rates set forth herein.

You are providing us with a retainer of \$5,000, and we will commence work on this matter upon receipt of this retainer. You will be invoiced monthly for the Firm’s fees and out-of-pocket costs. The retainer will be kept in the Firm’s trust account and will be utilized to satisfy any invoices in arrears. The Company will be responsible for replenishing the retainer as necessary. The Firm reserves the right to require further retainer as a condition of continued representation. In addition, please be advised that in the event the case proceeds to trial, the firm will require a trial retainer, including trial preparation, 90 days prior to trial. The firm will advise that retainer as trial approaches. If there is any balance of the retainer remaining after all of our bills have been paid, it will be refunded to you at the conclusion of this engagement.

North Weld County Water District
December 30, 2025
Page 2

We want you to be confident and enthusiastic about our services and our representation of you. Please do not hesitate to contact us to let us know how we can better serve you or if you have any questions about the progress of the matter, our representation, our bills, other services we might provide, or any other matter.

If the terms set forth herein and in the attached Policies and Procedures Addendum are acceptable, please sign below and return to me via DocuSign.

We look forward to working with you.

Very truly yours,

Philip E. Lopez
Fairfield and Woods, P.C.

PEL:sw

Attachment

cc:

I have read and hereby agree to the terms of the foregoing engagement letter and attached Policies and Procedures Addendum.

NORTH WELD COUNTY WATER DISTRICT

By: *Eric Reckentine JM*
Eric Reckentine

Title: General Manager
General Manager

Date: 12/30/25

By: NA ER
Richard Raines

Title: _____
Water Resources Manager

Date: _____

Policies and Procedures Addendum

Required Fee Disclosure: As required to be set forth by Colorado House Bill 2025-1090, we advise you that 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 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 elsewhere in this engagement letter and/or outlined in our invoices. 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.

Expenses and Disbursements: Our firm bills for out-of-pocket expenses separate from fees for legal services. You are responsible for out-of-pocket disbursements, such as filing fees, hand deliveries outside downtown Denver, overnight courier service, and travel expenses. We do not charge for routine copying. However, we may charge for large copy projects performed in-house at a rate of \$0.20 per page. If time allows, and especially if the copying project is large, we may outsource the copying project in order to reduce the cost. We do not normally advance out-of-pocket costs of more than \$1,500.00, and if we receive a bill for such services, we may ask that you pay it directly to the vendor.

Billing and Payment: We will invoice you monthly for our legal fees and for expenses and disbursements. Our invoices will itemize all time and expenses. All invoices are due upon receipt. Unless otherwise specified in our Engagement Letter, your obligation to pay our invoices when due is not contingent on the result achieved, and we cannot and do not guarantee any particular result. We are confident that our clients will make every effort to pay us promptly and know you will do likewise. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening clients who pay promptly with higher fees as a result of other clients who fail to pay promptly, a late payment charge of one percent (1%) per month will be assessed on the last day of each month against all unpaid fees and costs which were billed before the beginning of that month. In the event we must commence legal action to collect any sums owed, you agree to pay all fees and expenses, including reasonable attorney fees, which we incur. Should you ever have questions about our bills, just let us know; we will gladly answer them.

File Retention and Destruction: Client agrees that any materials in the client's file may be destroyed, at the firm's discretion, following 24 months after the matter for which we have provided representation is concluded or the firm's representation ends, as long as there are no pending or threatened legal proceedings known to us that relate to the matter. At any time prior to the passage of said period you may request in writing the return of any or all materials in the file, see also Client Documents and Data below. The firm is not required to provide notice prior to destruction of the file but may do so as a courtesy.

Client Documents and Data:

(a) Cloud Storage. We will use third-party cloud services for your data and the data of other parties during and after our representation of you. Cloud services do not guaranty immunity from invasion or misuse, but the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access.

We require that those cloud services employ the latest standards of data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws. Your acceptance of this Agreement confirms your consent to our using such cloud services for your data.

(b) Artificial Intelligence. FW may use third-party artificial intelligence [AI] services. That will include information in FW's files and databases which may include your data and may involve transmission to third party providers of AI services so that appropriate searches, research or output can be generated. Such data may also be used to improve the service, but it will not be used to train an AI model, appear in an output result that will be available to third parties or be retained by a third-party AI provider.

FW reviews the AI providers we engage to ensure that they have technical and administrative controls in place to maintain the confidentiality and security of information. We require that they stay abreast of security and other developments to continue such protection. However, AI is evolving rapidly. It is not possible to anticipate how potential intruders and hackers will use technological or other advancements to infiltrate or compromise data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. Your acceptance to this Agreement will confirm your consent to our using such AI for and in connection with our representation of you. If you do not consent, please strike this subparagraph and initial that change in the margin.

(c) Data Privacy. As mentioned, the Ethical Rules mandate various practices applicable to client confidentiality. Those rules also inform many of FW's broader data privacy practices. In addition, FW undertakes reasonable measures to handle client information in compliance with data privacy laws. Such measures include technical, organizational, and other controls. FW's practices are constantly evolving in response to the data privacy landscape at large, often including proactive steps taken to handle your data in a lawful and prudent manner.

FW's legal basis of processing client data includes performance of a contract (such as the one created by this Engagement Letter), satisfaction of legal obligations (such as those provided by the Ethical Rules or in response to court order), and in furtherance of the firm's legitimate

business interests (such as protecting client interests, ensuring professional standards, and other initiatives – all of which remain subject to the terms of this Engagement Letter). Moreover, the client's execution of this Engagement Letter demonstrates consent for data processing of many FW activities. Please reach out if you have additional questions about FW's legal basis of processing.

Like most modern businesses, FW makes use of third-party data processors and vendors to achieve specific business functions. These relationships may be governed by various data privacy laws. FW will make reasonable efforts to ensure compliance where applicable. Please note that many of these third parties have their own policies applicable to data privacy.

(d) Data Breaches. Finally, if there is a data breach involving your client information, FW will make reasonable efforts, in accordance with applicable law and Ethical Rules, to investigate the breach and endeavor to react appropriately. Such efforts may include attempting to avoid or mitigate any harm to our clients and following the procedures that FW is bound to under data privacy laws.

(e) Requests for Copies. If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, we may bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will be responsible for that.

Termination: You have the right to terminate our representation at any time. We have the right to terminate our representation when termination is required or allowed under the Colorado Rules of Professional Responsibility, including if you fail to pay our fees or expenses. Upon termination of our representation, you shall be immediately responsible for all fees and expenses through the effective date of termination.

Corporate Transparency Act: The federal Corporate Transparency Act, which is a part of the Anti-Money Laundering Act of 2020, requires that certain entities (both existing and newly formed) report to the Financial Crimes Enforcement Network [*FinCEN*] of the US Department of the Treasury the identity and other information about their beneficial owners and the persons who create them, and update and correct their reports to assure they are current, complete and accurate. That is the responsibility of the Client, not FW; and, regardless of whether FW advises or prepares documents as to your structure or ownership, FW will not be accepting or have any responsibility for such reporting or for storing or collecting information for it.

If a FW attorney or paralegal is listed as a company applicant in your beneficial ownership report to FinCEN, their status as such will not alter your responsibility or that of the reporting company to submit the necessary information, including updates, to FinCEN. The responsibility of a FW person who acts as a company applicant will be limited to reporting and updating their own personal information with FinCEN.

North Weld County Water District

December 30, 2025

Page 6

Governing Law and Venue: Our representation of you shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Colorado. Exclusive venue for any dispute in connection with our representation of you shall be in the state or federal courts in Denver, Colorado, and you and we both consent to the jurisdiction of those courts.

Attorney-Client Privilege: All written and verbal communications between you and the firm in connection with this engagement are confidential and protected by the attorney-client privilege. In order to maintain this privilege, it is important that you do not discuss or disclose the communications or advice given by the firm with any third parties. The disclosure of communications or advice given by the firm in connection with this engagement to parties outside the attorney-client relationship may waive this privilege. If you have questions about what information may be shared in connection with this engagement, please contact us.

More Information About the Firm: Our website www.fwlaw.com, provides additional information about our services, including numerous articles we have written on various legal subjects, as well as contact information. We would be happy to discuss any other legal needs you may have.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 5 Date 4 December 2025

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 181301778
3325 S. Timberline Rd. 2nd floor, Ft. Collins, CO 80525
Ph: (970) 212-2773
email: lisa.fardal@stantec.com

"Client" NORTH WELD COUNTY WATER DISTRICT
Client Project #
32825 Weld County Road 39, Lucerne, CO 80646
Ph: (970) 356-3020
email: ericr@nwcwd.org

Project Name and Location: Engineering Support Services

In accordance with the original Professional Services Agreement dated 2 March 2022 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2026. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year.

Exhibit A

Project/Task Two: On-call Engineering Support Services

Stantec will continue to provide Engineering Consulting Services in accordance with the scope outlined in Amendment No. 5 of the Professional Services Agreement dated 2 March 2022.

Effect on Budget: This amendment does not add to the previously established Amendment No. 5. The Stantec 2026 billing rate table is attached.

Effect on Schedule: This amendment extends the period of performance through December 31, 2026.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

NORTH WELD COUNTY WATER DISTRICT

Lisa Fardal, PE, PMP,
Senior Project Manager
Print Name and Title

Print Name and Title

Signature

[Handwritten signature of Lisa Fardal]

Signature

[Blank signature line]

Date Signed:

12/04/2025

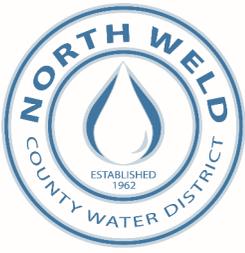
Date Signed:

[Blank date line]

SCHEDULE OF BILLING RATES – 2026 (USD)

Billing Level	Hourly Rate	Description
3 4 5	\$119 \$133 \$145	<p>Junior Level position</p> <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
6 7 8	\$150 \$158 \$164	<p>Fully Qualified Professional Position</p> <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
9 10 11	\$177 \$183 \$197	<p>First Level Supervisor or first complete Level of Specialization</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgement <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
12 13 14	\$203 \$212 \$223	<p>Highly Specialized Technical Professional or Supervisor of groups of professionals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	\$251 \$285 \$295	<p>Senior Level Consultant or Management</p> <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
18 19 20 21	\$302 \$311 \$324 \$337	<p>Senior Level Management under review by Vice President or higher</p> <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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January 7, 2026

Monique Millard & Bethany Jarrett, Developer
13014 CR 66
Greeley, CO 80631

Curt Millard, Agent
1509 Carmela Ct.
Fort Collins, CO 80526

Subject: Water Service Request, Millard/Jarrett Property, Accessory Dwelling Unit – 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”). Monique Millard & Bethany Jarrett 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**, a **Deed Restriction (if purchasing 50% Residence Tap)**, 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



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and/or fees.

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.

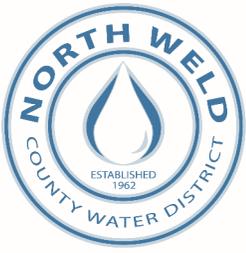
Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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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.

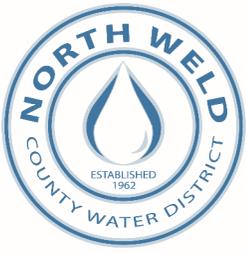
The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, 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.

Monique Millard

Date

Bethany Jarrett

Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Lot B of Recorded Exemption No. 0805-29-3 RE-4517, according to the map recorded January 24, 2007 at Reception No. 3450529, being a portion of the Northeast Quarter of the Southeast Quarter of Section 30 and a portion of the West Half of the Southwest Quarter of Section 29 all situate in Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: 13014 CR 66, Greeley, CO)

Weld County Parcel Number: 080529300005

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.

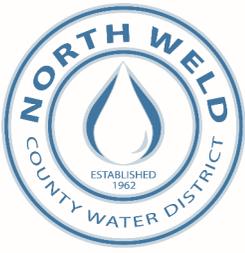
II. General Requirements for all Water Rights Dedications

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.



NORTH WELD COUNTY WATER 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

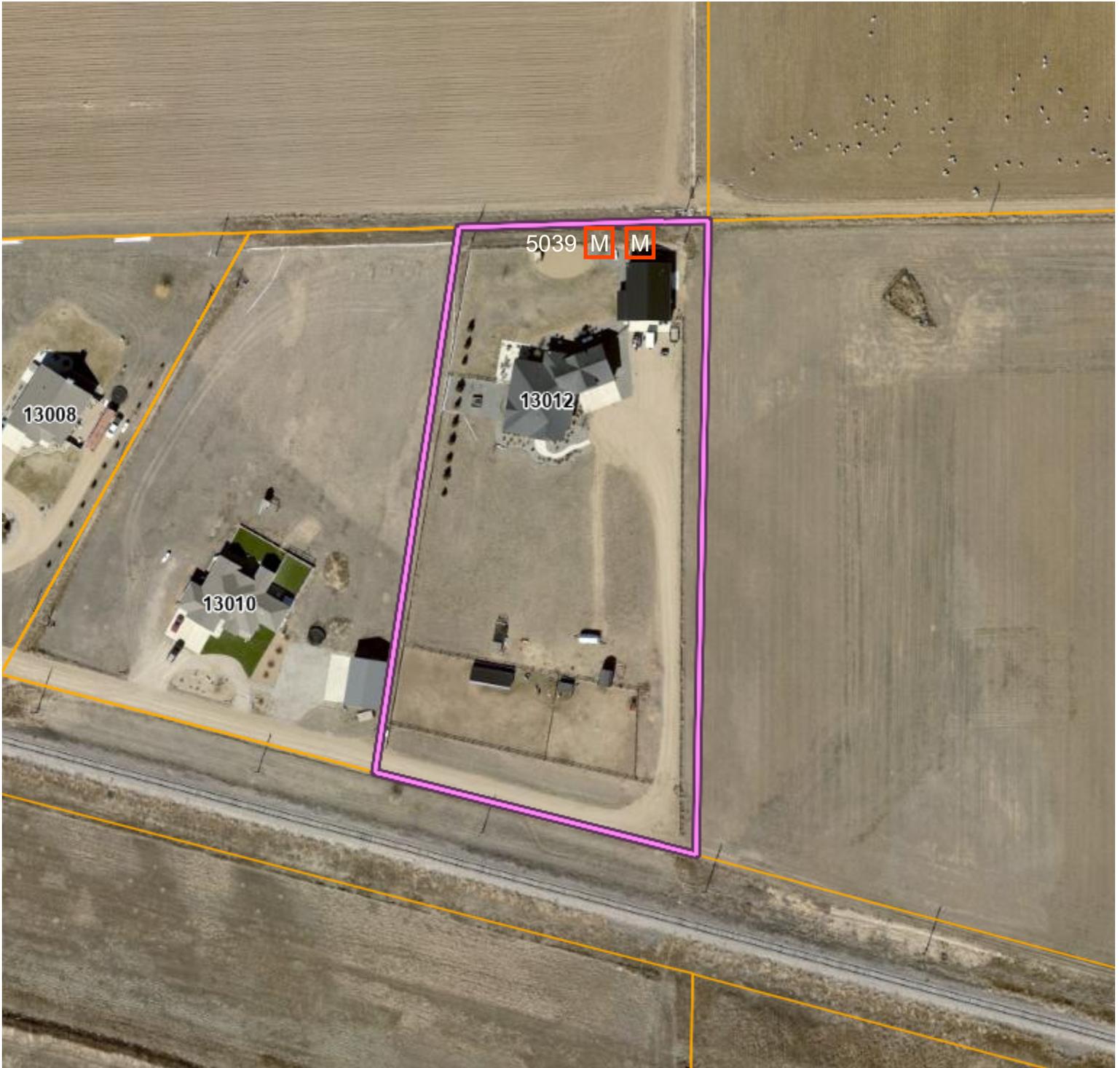
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$8,000
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (13 miles)	\$6,500		
TOTAL Up-Front COSTS PER TAP		\$109,900 Full Standard Tap \$73,150 50% Residence Tap*	
<p>*Per District Resolution No. 20210510-01, this parcel qualifies for a 50% Residence Tap because there is already a Full Tap (1W, OPI Conservation Blue) serving the parcel (Premise # 5039). Per the Resolution, a Deed Restriction will be required prior to the purchase of a 50% Residence Tap.</p> <p style="text-align: center;">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		80 psi to 90 psi	
Maximum Pressure		95 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$31.14 Minimum
6,000 gallons and up	\$5.19 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)
--	---------------------------------



Lot B RE-4517, also known as 13012 CR 66, is served by existing meter number 5039.

North Weld County Water District water service is available, according to the terms of this letter, to:

Lot B RE-4517, also known as 13014 CR 66.

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.

**SECOND AMENDMENT TO WRCC, INC., LARIMER & WELD IRRIGATION
COMPANY AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD
COUNTY WATER DISTRICT AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF
THE NO. 8 OUTLET DITCH**

This Second Amendment to WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF THE NO. 8 OUTLET DITCH (“**Second Amendment**”) is hereby made and entered into on this ____ day of _____, 2026 (“**Effective Date**”) by and between the WRCC, INC (“**WRCC, Inc.**”) which has an address of 106 Elm Ave, Eaton, Colorado 80615, and LARIMER AND WELD IRRIGATION COMPANY (“**LWIC**”), which has an address of 106 Elm Avenue, Eaton, Colorado 80615, and EAST LARIMER COUNTY WATER DISTRICT (“**ELCO**”), which has an address of 232 South Link Lane, Fort Collins, CO 80524, and NORTH WELD COUNTY WATER DISTRICT (“**NWCWD**”), which has an address of 33247 Highway 81, Lucerne, CO 80646. WRCC Inc. and LWIC are jointly referred to as the “**Ditch Companies**” and ELCO and the NWCWD are jointly referred to as “**Districts.**” Ditch Companies and Districts are jointly referred to as the “**Parties.**”

RECITALS

WHEREAS, WRCC, Inc. owns and operates that certain irrigation ditch known as the No. 8 Outlet Ditch (the “**Ditch**”), located in Larimer County, Colorado;

WHEREAS, the Parties entered into the WRCC, Inc., Larimer & Weld Irrigation Company, and East Larimer County Water District and North Weld County Water District Agreement for Newt 3 Pipeline Crossing of the No. 8 Outlet Ditch on January 8th, 2024, as amended by that certain First Amendment to WRCC, Inc., Larimer & Weld Irrigation Company, and East Larimer County Water District and North Weld County Water District Agreement for Newt 3 Pipeline Crossing of the No. 8 Outlet Ditch dated March 8, 2024 (collectively, the “**Agreement**”), which allowed the Districts to construct the NEWT 3 pipeline (the “**Pipeline**”) under and across the Ditch (the “**Crossing**”);

WHEREAS, since the execution of the Agreement, a corrugated metal pipe culvert that was installed as part of the Crossing failed and damaged the Ditch;

WHEREAS, the Parties acknowledge that a new construction design is needed to repair the Ditch and fulfill the Ditch Companies’ desire to protect the Ditch;

WHEREAS, the Parties have agreed on a new design for repairing the Ditch and they desire to reflect the changes to the design previously referenced as **Exhibit B** in the Agreement.

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

AMENDMENT AND AGREEMENT

1. Incorporation. The above Recitals are incorporated into this Second Amendment as if fully set forth herein. All defined terms in the Agreement are incorporated herein and shall have the same meaning when used in this Second Amendment except as specifically modified herein.
2. New Design to Include Ditch Repair. The Districts agree to make all repairs necessary to restore the Ditch to its condition prior to the changes outlined in the Agreement, including installation of a new culvert in the Ditch, which shall include establishing a full height wall at the upstream end of the culvert and establishing redundant cutoff barriers (hereinafter the “Ditch Repair”). The Districts’ may utilize the Ditch Companies rights in and to the property on and around the Ditch, whether those rights exist by easement or fee, to perform the work necessary to accomplish the Ditch Repair. The Ditch Repair shall be completed by February 28, 2026. In recognition of the City of Fort Collins easement, the eastern side wingwall will be straightened out and made into a headwall so as not to encroach on the City of Fort Collins’ easement. The plans for the Ditch Repair are outlined in the new “**Exhibit B**” attached hereto as Appendix 1 which includes the plans for the Ditch Repair and the remainder of the Project inclusive of the Pipeline. The Districts shall submit final plans for the Ditch Repair to the Ditch Companies prior to construction and, upon acceptance of the final plans, in writing, by Ditch Companies, those plans shall be substituted for the draft plans in Appendix 1 to this Second Amendment.
3. Miscellaneous. This Second Amendment and the Agreement constitute the entire agreement between the Parties about the subject matter contained herein, supersede all previous agreements, and shall not be modified in any manner unless in writing, signed by the Parties. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.
4. Full Force and Effect. Except as expressly modified herein, the Agreement remains in full force and effect.

[Remainder of page left intentionally blank]

[Signature page follows]

*[Signature page to Second Amendment to WRCC, Inc., Larimer & Weld Irrigation
Company and East Larimer County Water District and North Weld County Water District
Agreement for Newt 3 Pipeline Crossing of the No. 8 Outlet Ditch]*

IN WITNESS THEREOF, the Parties have entered into this Second Amendment as of the first date set above:

WRCC, INC.,
a Colorado nonprofit mutual Ditch Company

By: _____
Russ Leffler, President

LARIMER & WELD IRRIGATION COMPANY,
a Colorado mutual Ditch Company

By: _____
Daniel Haythorn, President

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

By: _____
Scott Baker, President

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

By: _____
Tad Stout, President

By: _____
JG Milne, Secretary

APPENDIX 1

EXHIBIT B

[See attached.]

Resolution No. 20260120-01

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

DESIGNATING MEETING NOTICE POSTING LOCATION

WHEREAS, the North Weld County Water District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, et seq., C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice to the public if notice of the meeting is posted, with specific agenda information if available, on a public website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice posted on the public website accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting in the event that the District is unable to post the notice online due to exigent or emergency circumstances.

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

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates www.nwcwd.org as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District's website:

32825 County Road 39, Lucerne, Colorado 80646

ADOPTED JANUARY 20, 2026.

DISTRICT:

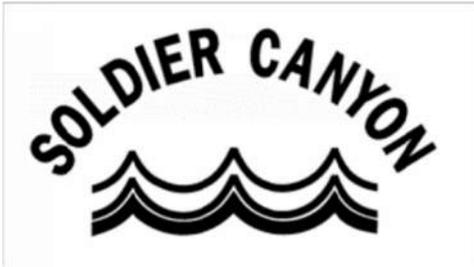
**NORTH WELD COUNTY WATER
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

[Signature Page to Resolution Designating the Meeting Notice Posting Location]



Soldier Canyon Water Treatment Authority: 20-Year Master Plan



December 11, 2025





01 **Scope of Work**

02 **Basis of Planning**

03 **Future Treatment Alternatives**

04 **Capital Improvement Plan**

05 **Summary**

01

Scope of Work

20-Year Master Plan Goals & Objectives

GOAL #1

Develop a master plan and expansion implementation strategy to guide future expansion needs, budget, and schedule of plant expansion projects for the next 20 years

GOAL #2

Evaluate the Authority's infrastructure and future demands, provide recommendations for future capacity expansion and prioritize resulting projects.

GOAL #3

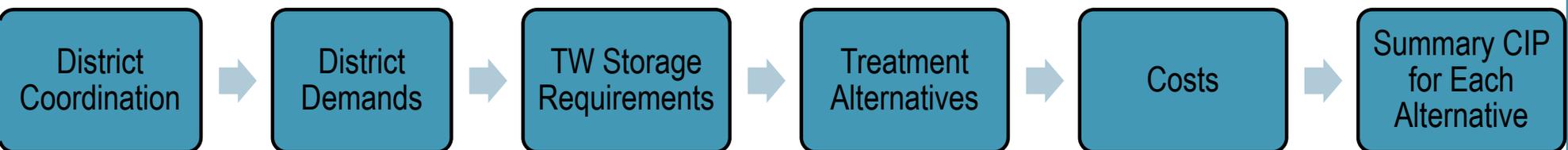
Provide a detailed future vision and plan to successfully reach its future water treatment capacity needs

Focus is the Soldier Canyon Water Treatment Plant

Master Plan Scope of Work

Primary Drivers of SCFP Master Plan

- Provide additional capacity required by Districts to serve growth
- Provide additional treated water storage onsite for SCFP staff to manage large swings in demand and for plant shutdowns or emergencies
- Future regulations considerations
- Levels of Service
- Renewal and Replacement Needs



02

Basis of Planning

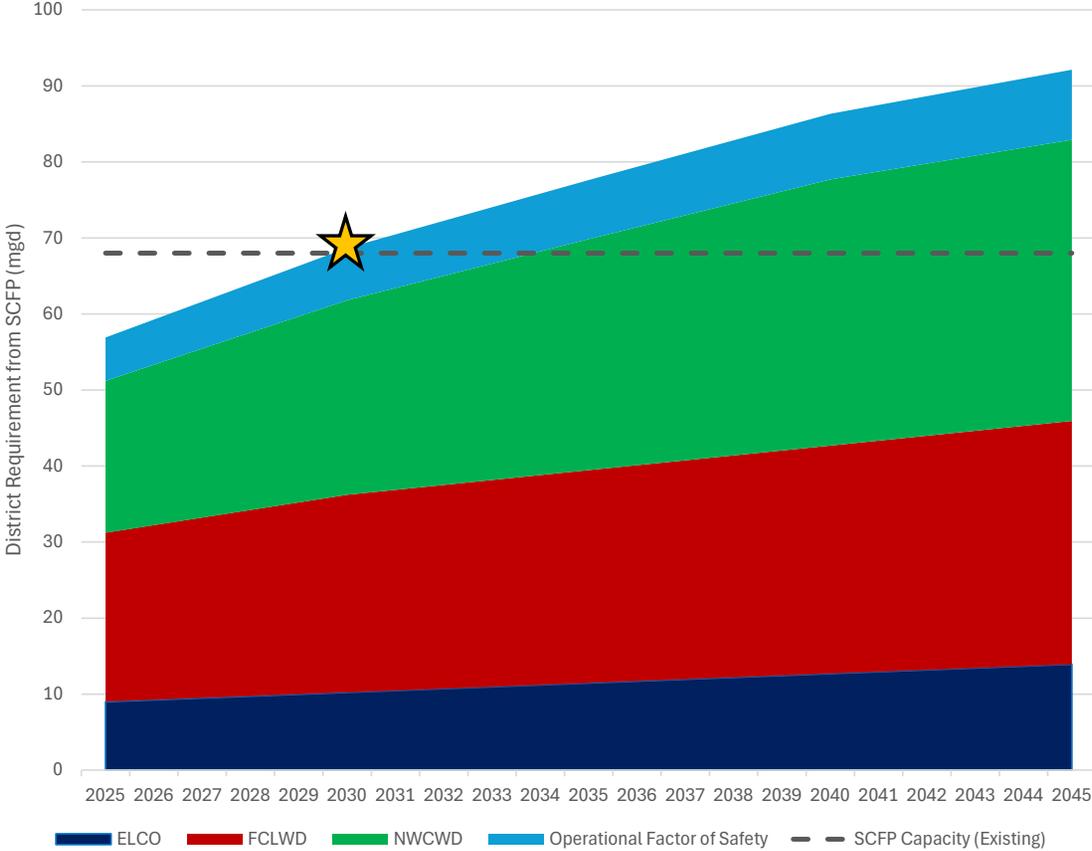
Future Demand Projections

- 20-year demand projections for each District through 2045
- 2045 Requirements from SCFP
 - ELCO – 13.9 MGD
 - FCLWD – 32.0 MGD
 - NWCWD – 37.0 MGD
- 10% operational factor of safety
- Total 2045 production requirement: **92 MGD**

	District	MDD	Capacity in SCFP	Capacity from FC	Capacity in Cobb Lake Regional WTP	Need from SCFP	
2025	ELCO	9.0	15.6	0	0	9.0	
	FCLWD	27.2	26.1	5	0	22.2	
	NWCWD	20.0	26.30	0	0	20.0	
	Total	56.2	68	5	0	51.2	
	Demand with 10% Operational Factor of Safety						56.3
	Surplus						11.7
2030	ELCO	10.2	15.6	0	0	10.2	
	FCLWD	31.0	26.1	5	0	26.0	
	NWCWD	25.6	26.30	0	0	25.6	
	Total	66.8	68	5	0	61.8	
	Demand with 10% Operational Factor of Safety						68.0
	Deficit						0.0
2035	ELCO	11.5	15.6	0	0	11.5	
	FCLWD	34.8	26.1	5	10	28.0	
	NWCWD	30.4	26.30	0	0	30.4	
	Total	76.6	68	5	10	69.8	
	Demand with 10% Operational Factor of Safety						76.8
	Deficit						-8.8
2040	ELCO	12.7	15.6	0	0	12.7	
	FCLWD	38.5	26.1	5	10	30.0	
	NWCWD	35	26.30	0	0	35.0	
	Total	86.2	68	5	10	77.7	
	Demand with 10% Operational Factor of Safety						85.5
	Deficit						-17.5
2045	ELCO	13.9	15.6	0	0	13.9	
	FCLWD	42.3	26.1	5	10	32.0	
	NWCWD	37	26.30	0	0	37.0	
	Total	93.2	68	5	10	82.9	
	Demand with 10% Operational Factor of Safety						91.2
	Deficit						-23.2
Total Demand Required from Districts in 2045, MGD						82.9	
Operational Factor of Safety of 10%, MGD						8.3	
Total Required Production by SCFP in 2045, MGD, rounded						92	
Current SCFP Capacity, MGD						68	
Production Deficit to Meet 2045 Required Production, MGD*						24	

Future Demand Projections

- Current production capacity: 68 MGD
- 2045 production deficit: 24 MGD
- Demand will exceed capacity in 2030



Levels of Service

- Provide benchmarks for performance
- Identify where the system meets expectations and where improvements are needed
- Establish need for CIP Projects
- Establish budgeting needs
- Communication with stakeholders and outside entities
- Establish rationale for utility operations and decisions

SCFP Level of Service Goal Areas
Potable Water Treatment
Plant Facilities & Processes
Filtration
Finished Water Storage
Chemical Storage and Feed
Backwash Supply Storage
Power & Electricity
Raw Water Infrastructure
SCADA & Control
Water Meters & Backflow Prevention
Worker Health & Safety
Staffing
Cybersecurity
Asset Management
Financial

Future Treated Water Storage

- Existing treated water storage
 - (4) onsite finished water storage tanks
 - 11 MG total
 - 7.23 MG operational volume to maintain pressure in NWCWD system
- Recommend 4 hours of plant production = 16.7% of plant capacity with largest tank out of service
 - 11.4 MG at 68 MGD
 - 15.4 MG at 92 MGD
- No Capacity Expansion
 - Three - 3.5 MG tanks
- Capacity Expansion to 92 MGD
 - Four - 4.0 MG Tanks



Future SCFP Treatment Processes

- Carbon dioxide feed system
 - Lower pH without consuming alkalinity
 - Enhance TOC removal
- Activated carbon
 - Can currently only feed north pretreatment train and at limited dose/time period
 - Enhance TOC removal
 - Reduce DBP formation
 - Recommend PAC over GAC
- Additional chemical storage if capacity is expanded
- Disinfection selection based on selected process alternative



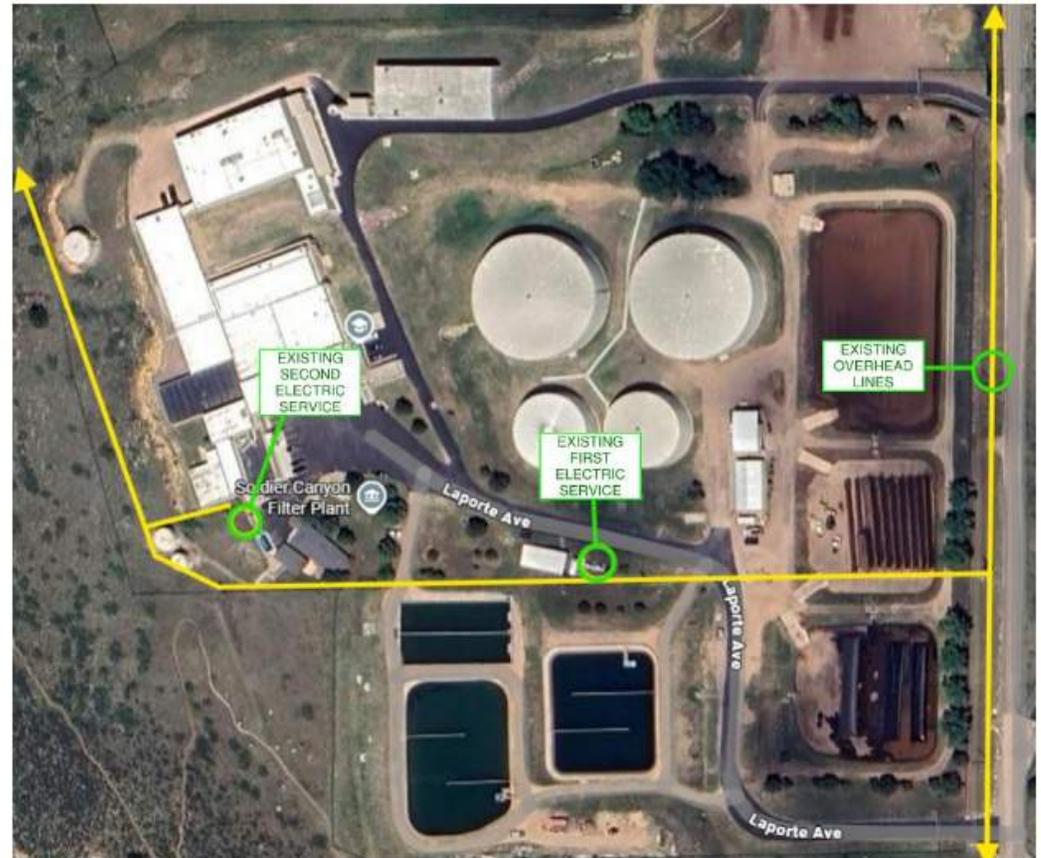
Future Solids Handling

- New Processes for All Alternatives
 - Sludge Holding Tanks
 - Solids Thickening
 - Gravity Belt Deck
 - New solids drying pad
 - Dewatering Technology (selected after pilot testing)
 - Centrifuge
 - Belt Filter Press
 - Plate Press
 - Screw Press



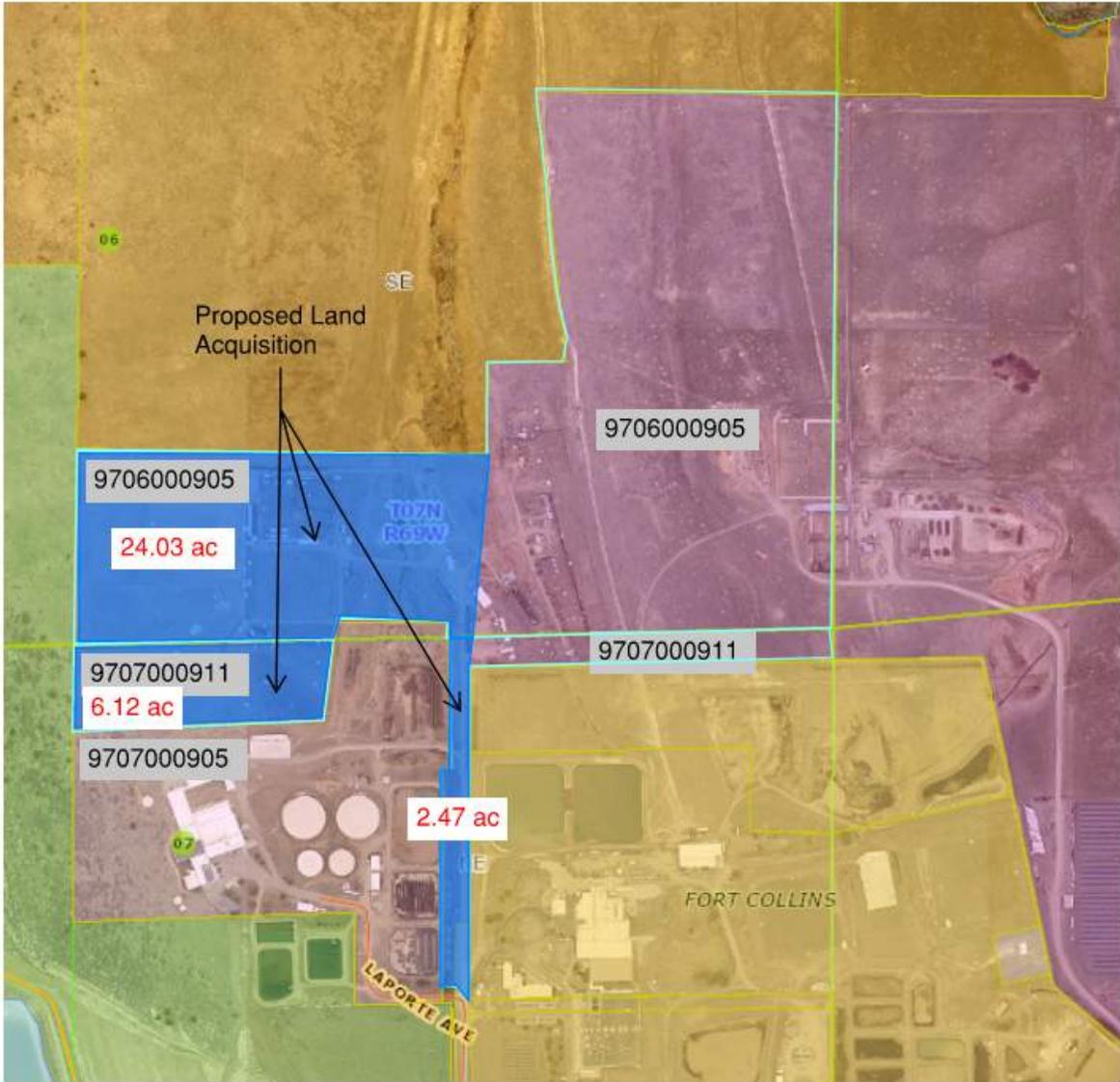
Future Energy and Power Needs

- Power System Recommendations
 - Convert to primary metering
 - SCWTA will need to acquire power distribution infrastructure from Xcel
 - Upgrade power lines along Laporte Ave
- Additional Electric Loads
 - No Capacity Expansion: 2,000 KVA
 - Media Filtration Expansion: 4,000 KVA
 - Ceramic Membrane Expansion: 5,050 KVA



Land Acquisition

- Required for all alternatives
- Driven by finished water storage tanks and access roads to new chemical feed facilities



03

Future Treatment Alternatives

Future Treatment Alternatives

- Three Alternatives Considered:
 - No Capacity Expansion
 - Maintains SCFP's existing 68 MGD production capacity
 - Media Filtration Expansion
 - Expansion of existing treatment process
 - Ceramic Membrane Expansion
 - Membranes are common alternative to media filtration
 - Several membrane alternatives considered:
 - » Pressurized vs Submerged
 - » Polymeric vs Ceramic
 - Submerged Ceramic Membranes advanced
 - » Robustness
 - » High flux rates
 - » Low cost conversion to fit within existing filter cells

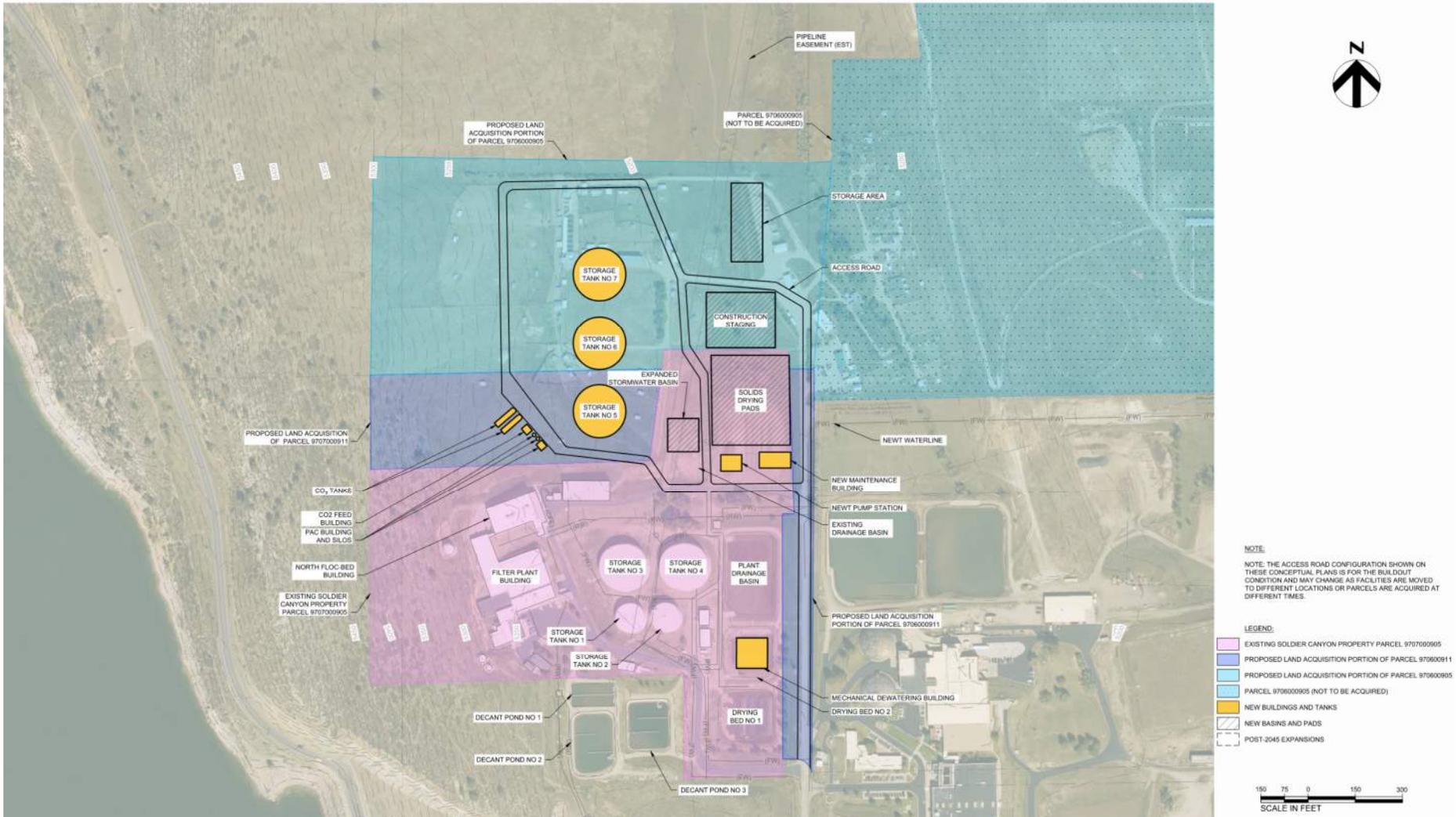


Alternative 1 – No Capacity Expansion

- Maintain rated capacity at 68 MGD
- Seek additional demand from other sources
- Capital projects at SCFP

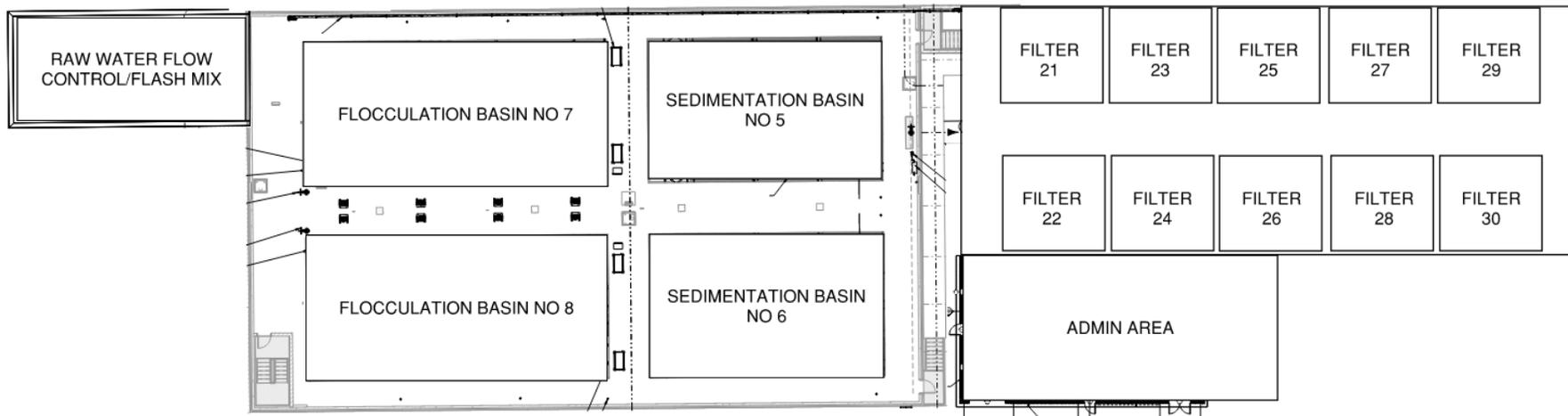


Alternative 1 – No Capacity Expansion

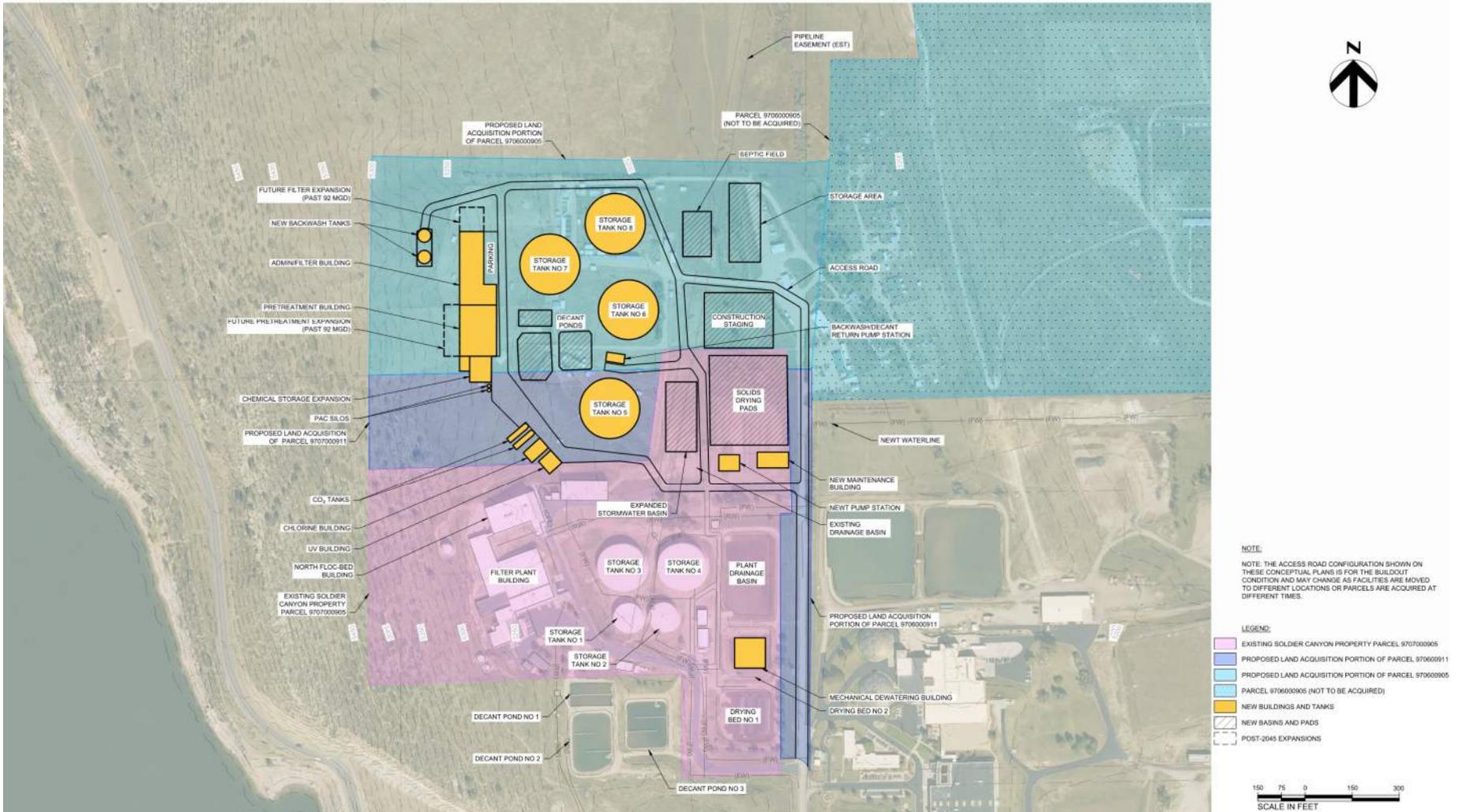


Alternative 2 – Media Filtration Expansion

- Expand media filtration to 92 MGD (add 24 MGD)
- New trains, backwash supply, decant ponds, chemical feed, UV, etc.
- Two new 14.4 MGD pretreatment trains on new land acquisition
- Ten new 3.6 MGD media filters on new land acquisition

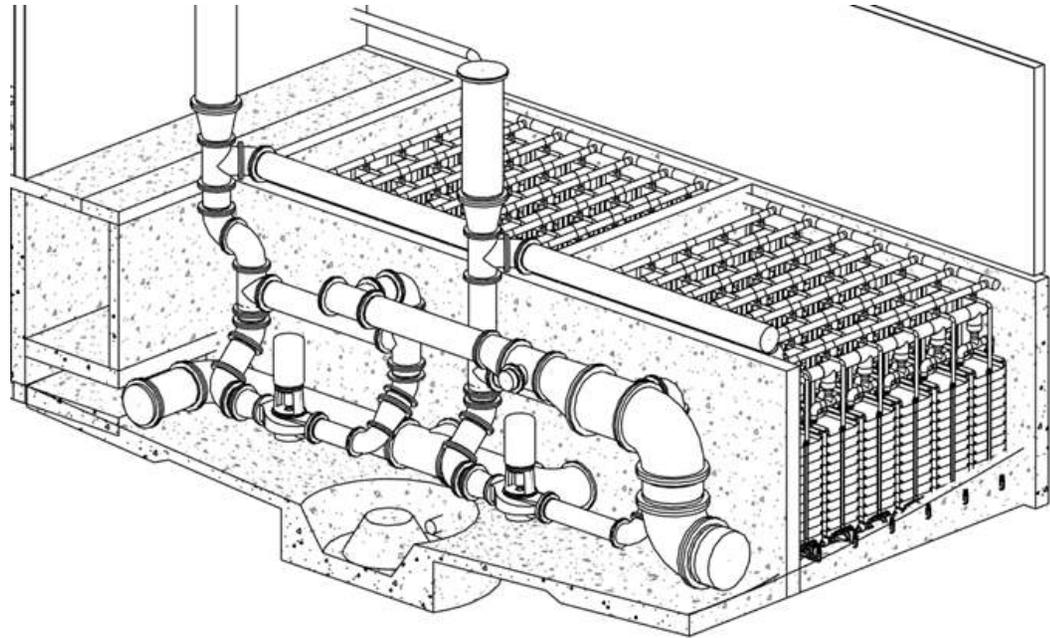


Alternative 2 – Media Filtration Expansion

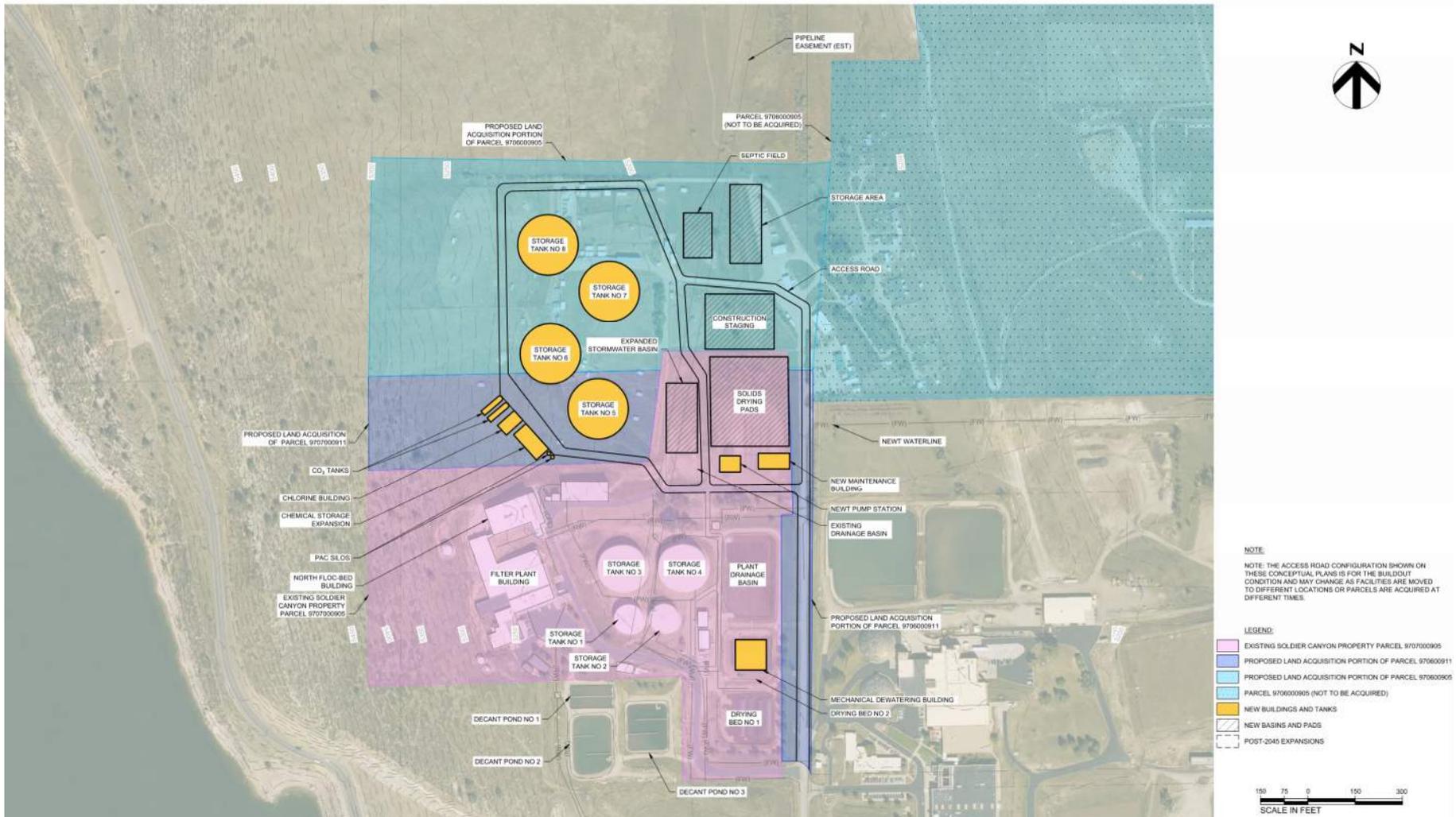


Alternative 3 – Ceramic Membrane Expansion

- Adds 24 MGD of treatment capacity (92 MGD Total)
- Convert 20 existing media filters to submerged membranes
- Convert north clarifier room to submerged membrane cells



Alternative 3 – Ceramic Membrane Expansion



04

Capital Improvement Plan

20-Year Capital Improvement Plan

- Drivers for Capital Improvements
 - Provide additional capacity required by Districts to serve growth
 - Provide additional treated water storage onsite for SCFP staff to manage large swings in demand and for plant shutdowns or emergencies
 - Future regulations considerations
 - Levels of Service
 - Renewal and Replacement Needs



Tech Memo:

To: Eric Reckentine, NWCWD General Manager
From: Paul Weiss, WWC
Date: November, 2025
Re: Updates to the Water Supply Planning Model

Introduction

WWC has developed a computer simulation model to evaluate the North Weld District water supply system. The model simulates the performance of the water supply system over a 50-year period of record, using historical water supply and river flow data derived from 1970 to 2019. This 50-year period contains a wide range of hydrological conditions, most notably the 2000's drought.

In the fall of 2021 the simulation model was used to evaluate the District's water supply and the system's ability to meet customer demands during a critical drought sequence. For the 2000's drought, which is considered a representative 1-in-100 design drought for evaluating municipal water supply, the model projected water supply shortages for the District based upon the water rights portfolio and demand levels which existed at that time.

This November 2025 modeling update incorporates the current demand levels and water rights portfolio. The District's ownership in CBT units has steadily increased. Including the 120 units soon to be closed on, the District will have 5435 units. Likewise, the District continues to acquire and convert WSSC shares. Including a recently acquired share, the District will have 19 shares of WSSC available in its portfolio. On the demand side, observed demand levels in 2025 were 6% lower than 2024. As precipitation levels in 2024 and 2025 were similar, much of the reduction has been realized through reduced use by the large dairies.

This modeling update also evaluates the District's water supply response to simulated reductions in C-BT quotas during a drought sequence such as the 2000's drought.

Model Updates

Annual demand levels are specified for the planning model and are based upon prior year demands and existing policies at the District which may affect customer water usage. The 2025 demand levels continue the trend of declining demand levels and reduction in per tap usage. This reflects the effects of the District's demand side management policies.

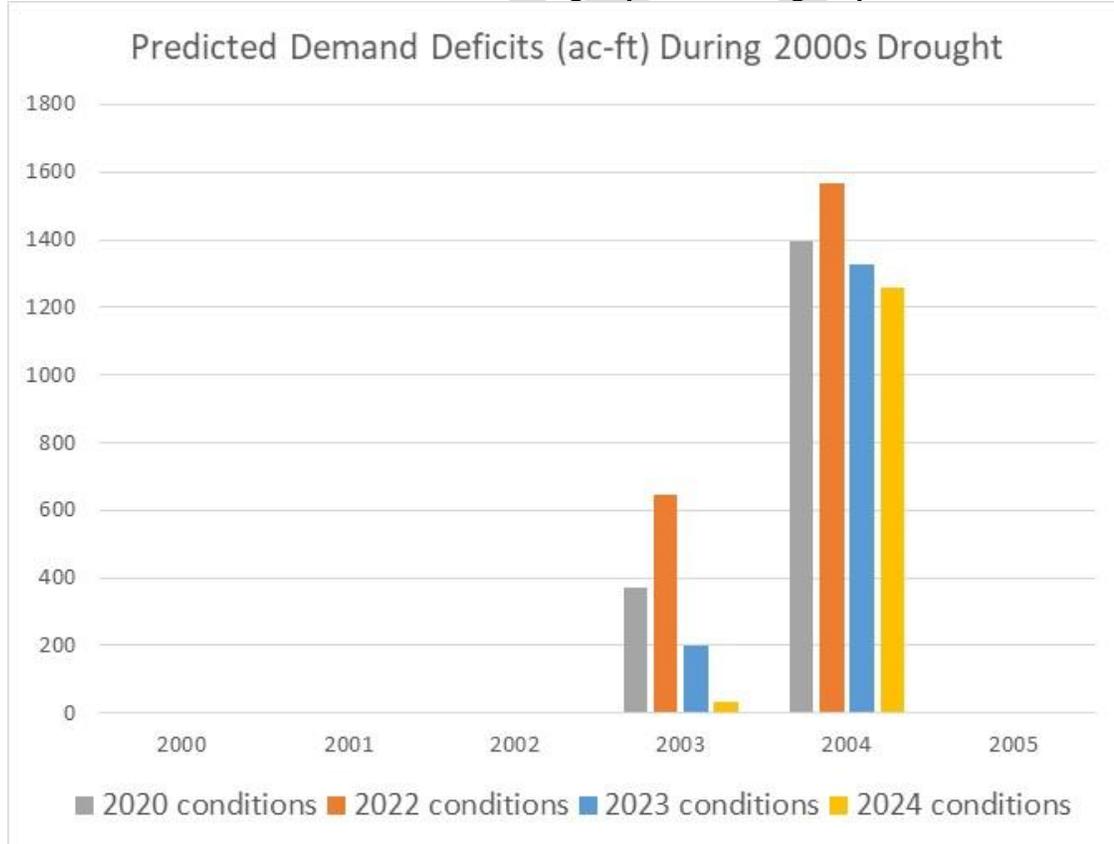
Table 1. District demands from 2020 through 2025

	Total North Weld Demand only (AF)	Change from Previous Year
2020	7,050	5.0%
2021	7,290	3.4%
2022	7,223	-0.9%
2023	6,486	-10.2%
2024	6,745	4.0%
2025	6,327	-6.2%

Model Simulation Results

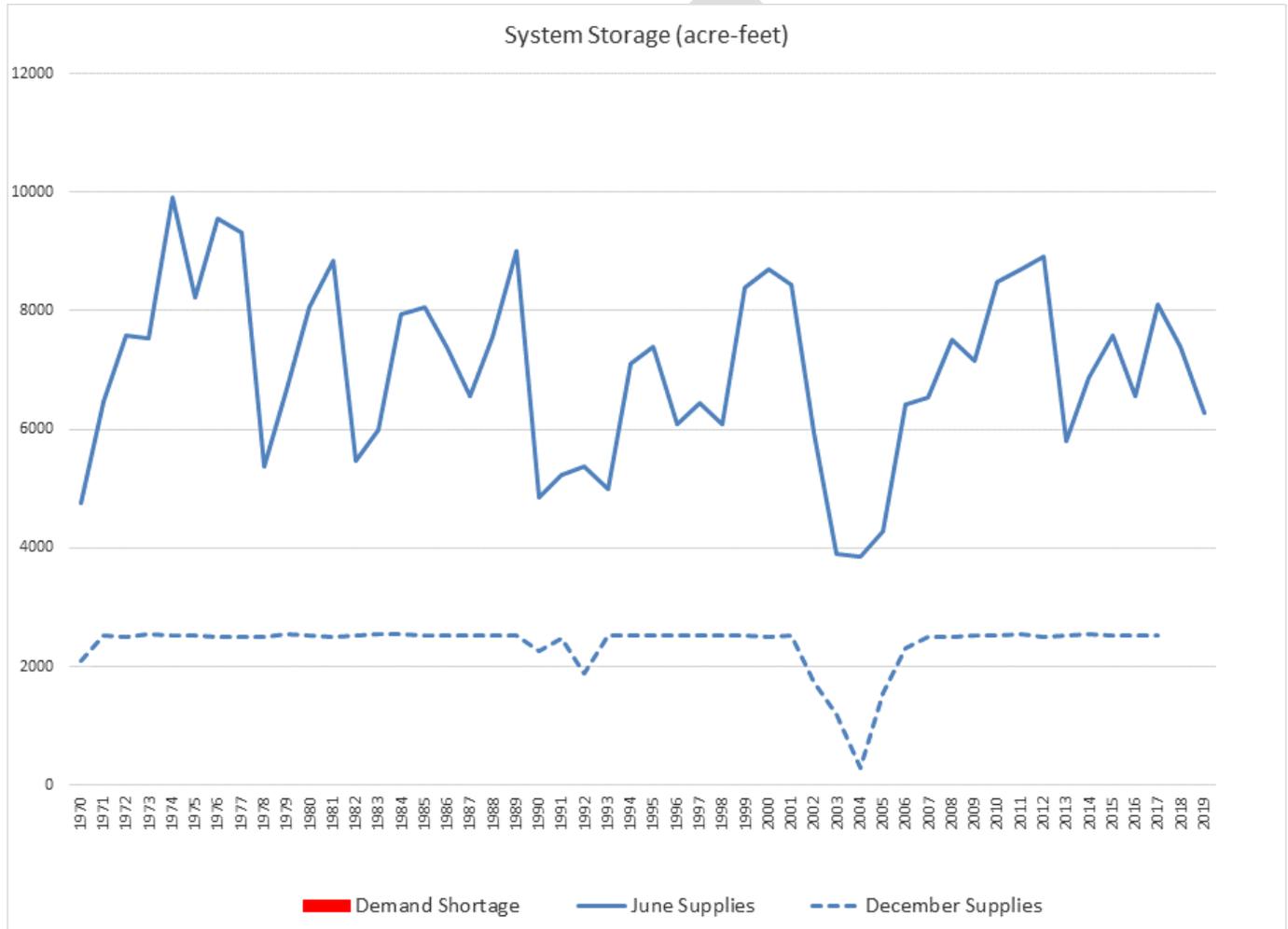
The following graph identifies the projected system deficits which are expected to occur should this region experience a drought identical to the historical 2000’s drought. The 2000’s drought was a multi-year drought with a recurrence interval of approximately 100 years. Other local water providers (cities of Fort Collins and Greeley) use a drought of this intensity and duration for appraising their water supply systems and evaluating their resilience to drought.

Chart 1. District demand deficits correlating to past water rights portfolios and demand levels



The modeling results for 2025 conditions indicate the North Weld system would have adequate water supplies to fully meet all demands (at current levels plus 400 AF obligated demand) under a series of drought years similar to the 2000’s drought. This is a significant improvement compared to previous years in which the water supplies were not adequate to meet all demands during the design drought (see Chart 1, above). Chart 2 identifies the District’s water supply simulated by the planning model for 2025 conditions. Note that the storage/supply levels are just sufficient to get through the 2000’s drought with the system’s available water supplies approaching zero in the year 2004.

Chart 2. Simulated water supply for the 1970 to 2019 planning period of record



Impact of Reduced C-BT System Yields

The drought sequence simulated in the planning model uses historical C-BT quota levels for computing the District’s annual C-BT allotments. The actual quota setting by Northern is a function of the projected streamflows for the upcoming year as well as the C-BT reservoir system’s carryover

conditions from the previous year. It should be noted that prior to the 2000's drought, both the State's river basins and the regional Colorado River Basin had experienced a cycle of good water years in the late 1990's and reservoir levels were at or above normal operating levels. As of November 2025, the C-BT west slope storage facilities (primarily Granby and Green Mountain reservoirs) are below November 1999 storage levels by 150,000 AF (18%). Currently the Colorado River Basin reservoir system is at very low storage levels. The two primary upper Colorado River Basin reservoir components are the Flaming Gorge Reservoir and the Blue Mesa Reservoir. As of November 2025, the combined storage of these facilities is 3,270,000 AF and are below November 1999 storage levels by 968,000 AF (22%) This is important as these facilities are used to make obligated deliveries to lower basin States during drought years. Without these supplemental reservoir releases there is the possibility for water rights curtailment within individual states. The C-BT west slope water rights are junior rights and could potentially be curtailed should the Colorado River basin compact call be enforced.

From a planning perspective, the antecedent conditions which could affect C-BT quotas during a drought sequence should be evaluated to better understand the potential impacts to local water systems. Considering the historic low levels in the Colorado River Basin, it can be assumed that should another severe drought affect Colorado, the C-BT system storage rights may have reduced yields on the west slope and this would lead to reduced C-BT quotas for the east slope participants. To test the impacts to the District, two additional modeling scenarios were considered. One scenario has a moderate reduction (8%) in C-BT quotas, while the other has a more severe reduction (18%). The following table identifies the annual quotas used in the model under the baseline planning scenario, the moderate reduction scenario, and the severe reduction scenario:

Table 2. Historical Quotas and Reduced Quota Scenarios

CBT QUOTA			
Year	Historical	Moderate	Severe
2000	1	0.8	0.8
2001	0.9	0.7	0.7
2002	0.7	0.6	0.5
2003	0.5	0.5	0.4
2004	0.6	0.6	0.5
2005	0.7	0.7	0.6
2006	0.8	0.8	0.7
2007	0.8	0.8	0.7
total	6	5.5	4.9
% red.		8%	18%

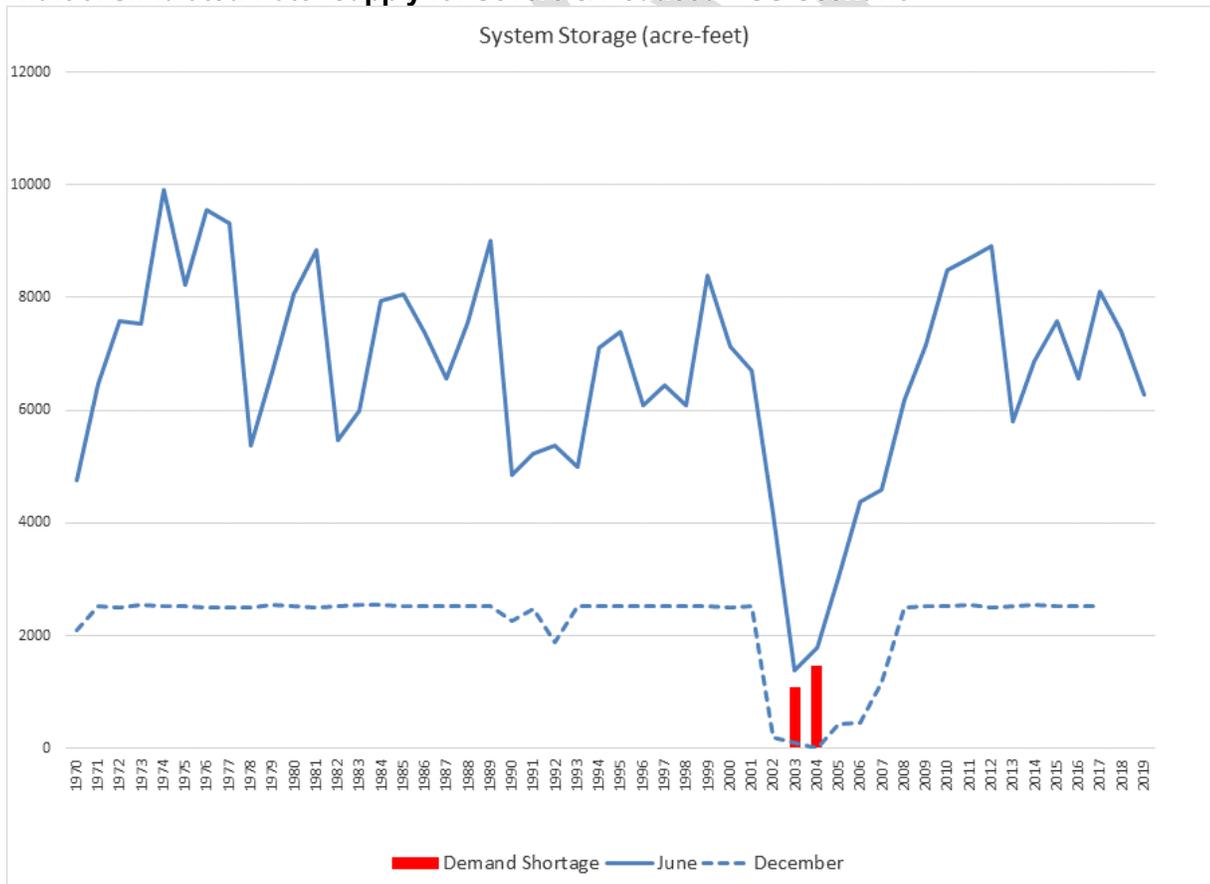
The next table identifies the annual demand deficits under for the three corresponding scenarios. An additional scenario was developed, considering reduced CSU lease deliveries (from 500 AFY to 400 AFY) for years 2002 to 2007.

Table 3. Expected drought deficits for CBT quota cuts

SYSTEM DEFICITS (acre-feet)				
Year	Historical	Moderate	Severe	Severe & Reduced CSU
2000	0	0	0	0
2001	0	0	0	0
2002	0	0	0	0
2003	0	0	926	1085
2004	0	347	1376	1467
2005	0	0	0	0
2006	0	0	0	0
2007	0	0	0	0
total	0	347	2302	2552

When simulated through the planning model it is shown that these relatively small reductions in C-BT quotas will result in drought deficits for the District. This highlights the exposure that the District has to C-BT quota cuts as a result of having a water rights portfolio heavily weighted to the C-BT system.

Chart 3. Simulated water supply for Severe & Reduced CSU Scenario



Summary

As a result of recent acquisitions and reductions in system demand, the District has reached its planning goal of having adequate supplies to meet all of its demand through a 1-in-100 type drought. The ancillary modeling analysis evaluating the effects of reduced C-BT quotas during the design drought highlights the District's current dependency of the C-BT system. It is recommended that the District continue to diversify its portfolio, acquiring native water rights (WSSC) and local storage.

Knox Pit Storage

The District will develop approximately 700 AF of active storage capacity at the Knox Pit site, located near LaPorte. Water can be delivered into the pit when supplies are in excess of demands. Late season C-BT could also be run into Knox Pit if the District has C-BT in excess of its allotted carryover space in the C-BT system. Once stored, water would be released to the Poudre River and exchanged up to the Pleasant Valley Pipeline diversion location for delivery to Soldier Canyon Filter Plant.

Model runs were performed to identify the amount of additional yield the 700 AF could potentially provide for the District. Based upon the current water rights portfolio, the Knox Pit storage should provide an additional 220 AF of firm yield.

River Bluffs Storage

Model scenarios were developed to test the significance of reducing storage capacity from 482 AF to 282 AF at the River Bluffs facility on the lower Poudre River. At this location, the primary use of stored water is to meet return flow obligations arising from the conversion of agricultural shares to municipal. While the reduction in storage on the lower Poudre may take away some operational flexibility, it does not negatively affect the potable yield for the District.

Dairy Dedication of Supplies

A recent analysis by the Tri-Districts Water Resources staff quantified the usage of the District's nine largest dairies and compared this to their allocated amounts. In 2024, this amounted to an over usage of 1370 AF, which was slightly less than the over usage in prior years. Assuming the dairies were to fully dedicate supplies to meet their demands, they would need to dedicate around 1957 C-BT units ($1370 \text{ AF} / 0.7 \text{ AF/C-BT unit} = 1957 \text{ units}$). With this additional water supply, the District would significantly reduce its drought deficits during a severe drought with reduced C-BT quotas (compare Chart 3 to Chart 4).

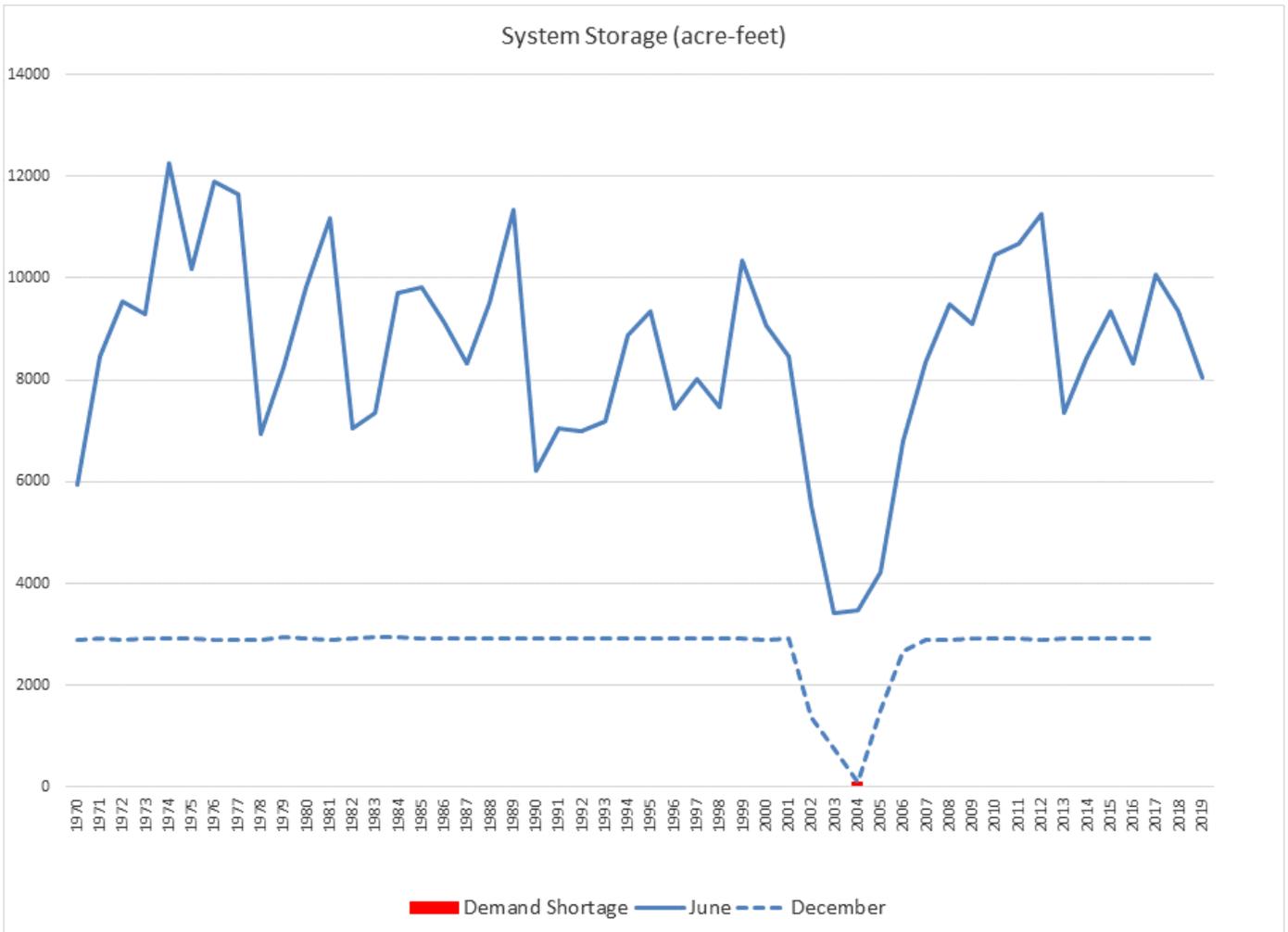


Chart 4. Simulated water supply for Severe & Reduced CSU Scenario plus Full Dairy dedication

Observations and Recommendations

Under current conditions for supplies and demands, the District now meets its water supply planning objective of being able to meet 100% of demands during the critical drought. Should the regional water situation in the Colorado River Basin decline, there is the possibility that the C-BT quotas may be impacted, which will negatively affect the District as its water portfolio is heavily weighted with C-BT project units. The District should continue appraising approaches for collecting water dedication from those commercial sector customers who continually use more water than allocated. Finally, the District should continue to pursue water storage options in upper Poudre River locations, such that releases can be delivered to the Soldier Canyon Filter Plant.

RESOLUTION
APPROVING FILING OF A STATEMENT OF OPPOSITION
IN WATER COURT CASE NO. 2025CW3152

Resolution No. _____

The Board of Directors of North Weld County Water District (the "Board"), Weld and Larimer Counties, Colorado, held a regular meeting, via teleconference and at 32825 County Road 39, Lucerne, Colorado on January 20, 2026, at the hour of 8:30 a.m.

WHEREAS, the North Weld County Water District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to Title 32 of the Colorado Revised Statutes;

WHEREAS, the District owns, operates, manages, and protects water rights, water supply infrastructure, and related interests for the benefit of its customers and constituents;

WHEREAS, On or about October 2025, an application was filed in the District Court, Water Division 1, State of Colorado, in Case No. 2025CW3152 (the "Application");

WHEREAS, the District has reviewed, or has caused its legal counsel and technical consultants to review, the Application and has determined that the requested relief may potentially affect the District's water rights, water supplies, operational flexibility, or other legally protectable interests;

WHEREAS, the filing of a Statement of Opposition is necessary and appropriate to preserve the District's rights, to obtain additional information regarding the requested relief, and to ensure that any decree entered by the Water Court does not adversely impact the District;

WHEREAS, the Board finds that filing a Statement of Opposition is in the best interests of the District and its customers;

WHEREAS, the Board considered this matter at a duly noticed public meeting held on January 20, 2026, at which a quorum was present and acting.

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

The filing of a Statement of Opposition in Water Court Case No. 2025CW3152 is hereby approved and authorized.

The District's legal counsel is authorized and directed to prepare, execute, and timely file on behalf of the District a Statement of Opposition in Case No. 2025CW3152, and to take such further actions as counsel deems reasonably necessary or appropriate to protect the District's interests in connection with that case.

The District's officers, employees, agents, and consultants are authorized to cooperate with legal counsel and to provide information, testimony, and assistance as may be required in connection with the opposition.

This Resolution shall be effective immediately upon its adoption.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

ADOPTED AND APPROVED January 20, 2026.

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

By: _____
Tad Stout, President

ATTEST:

By: _____
J.G. Milne, Secretary

CHANGE ORDER NO. 7

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 a reversal change order to Change Order 06 (CO-06) 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. After this discovery, East Larimer County Water District (ELCO) and North Weld County Water District (NWCWD) worked with Garney to process CO-06 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.

Upon further discussions, Garney has accepted the CMP replacement for the No. 8 Ditch as warranty work. As a result, this Change Order 7 acts to remove the cost associated with CO-06 from 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	\$ 25,502,377.68
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	2867%
ADJUSTED CONTRACT COST	\$ 26,328,369.85

(Assuming all change orders approved)

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

RECOMMENDED BY: *Javier Hernandez* DATE: 1/14/2026
 Ditesco

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

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

cc: Owner Project File
 Ditesco Contractor

CHANGE ORDER NO. 8

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 inlet headwall addition. This change order adds scope, cost and time for the addition of a headwall to the No. 8 Ditch inlet as described

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. After this discovery, East Larimer County Water District (ELCO) and North Weld County Water District (NWCWD) were asked to reinstall the No. 8 Ditch CMP over the NEWT 3 crossing and add a headwall to the No. 8 Ditch inlet.
This change order adds scope, time, and cost to the NEWT3 Pipeline Project Garney Contract for the addition of this headwall. All other costs associated with the No. 8 Ditch (not including the headwall) has been accepted by Garney as warranty work as mentioned in CO-07. See attached for Exhibit A (memo of changes and cost break out), Exhibit B (Garney cost estimate), Exhibit C (Ditesco Re-Work Drawing Packet), and Exhibit D (Ditesco Re-Work Specification Packet).

3. Change in Contract Cost: \$45,594.32 - See Exhibit A
4. Change in Contract Time: See Exhibit A

Table with 2 columns: Description and Amount. Rows include ORIGINAL CONTRACT COST (\$ 887,407.18), TOTAL APPROVED CHANGE ORDERS (\$ 25,502,377.68), TOTAL PENDING CHANGE ORDERS (\$ (61,415.00)), TOTAL THIS CHANGE ORDER (\$ 45,594.32), TOTAL % OF ORIGINAL CONTRACT, THIS C.O. (5.14%), TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S (2879%), and ADJUSTED CONTRACT COST (\$ 26,373,964.18).

(Assuming all change orders approved)

ACCEPTED BY: Garney Companies, Inc. DATE:

RECOMMENDED BY: [Signature] DATE: 1/14/2026
Ditesco

APPROVED BY: East Larimer County Water District DATE:

APPROVED BY: North Weld County Water District DATE:

cc: Owner Project File
Ditesco Contractor

EXHIBIT A:
CO-08 Supporting Memo

Change in Contract Amount

This change order revises the contract amount below:

Approved Contract Summary		
Change Order No.	Description	Amount
-	Work Package 01 (Original Contract Amount)	\$887,407.18
CO-1	Steel Coil Procurement	\$4,943,135.00
CO-2	Work Package 02 (remaining scope of work)	\$20,500,499.09
CO-3	Time change only	\$0
CO-4	Time change only	\$0
CO-5	Final GMP Deduct Reconciliation	\$2,671.41
CO-6	No. 8 CMP Re-Work – CMP Material Acquisition	\$61,415.00
CO-7	No. 8 CMP Re-Work – CMP Material Acquisition Removal	-\$61,415.00
CO-8	No. 8 Restoration – Headwall Addition	\$45,594.32
Current contract amount:		\$26,373,964.18

Change in Contract Time:

This Change Order (CO-8) will extend the NEWT 3 Contract Final Completion Date to the end of February 2026 to incorporate the addition of the No. 8 inlet headwall; there will be no changes to the substantial completion dates. Article 4, Part 4.02, A is hereby modified to:

- A. *The Work will be substantially completed within 759 calendar days (Partial Substantial Completion 2) after the date of contract execution (January 17, 2023), and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1138 calendar days. The time extensions contained within this change order shall be all inclusive of any and all delays or scope additions incurred on the project.*

Contract Time Summary			
Contract Milestone	Original Contract Date	CO4 Contract Date	Revised Contract Dates this Change Order 08
Substantial Completion 1	August 25, 2023	November 12, 2024	Unchanged
Substantial Completion 2	none	February 14, 2025	Unchanged
Final Completion	September 24, 2023	March 31, 2025	February 28, 2026

EXHIBIT B:
Garney Cost Estimate

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	Garney
9.1.2.2	Traffic Control	1.0	LS	\$ 4,000.00	Garney
9.1.2.2	Erosion Control and Stormwater Management	1.0	LS	\$ 3,225.00	Garney
9.1.2.2	Vehicle Tracking Pad	1.0	EA	\$ 1,750.00	Garney
9.1.2.2	No. 8 Ditch - Remove and Dispose Existing CMP & FES	1.0	LS	\$ 34,460.53	Garney
9.1.2.2	No. 8 Ditch - Concrete Headwall & Wingwall & Flowable Fill Backfill (53 CY based on 01/07/2026 Design)	1.0	LS	\$ 136,782.97	\$ 136,782.97
9.1.2.2	No. 8 Ditch - Excavation & Culvert Pipe (82' of CMP & NO FES)	90.0	LF	\$ 1,446.52	Garney
9.1.2.1	General Conditions	1.0	LS	\$ 14,739.13	Garney
					\$ -
	Contract Subtotal			\$ 136,782.97	\$ -
					\$ -
9.1.2.1	Bond - 1% of Total Contract Amount		0.00%	\$ -	\$ -
9.1.2.1	Insurance - 1.36% Total Contract Amount		0.00%	\$ -	\$ -
					\$ -
	Contract Subtotal - 9.1.2.1 & 9.1.2.2			\$ 136,782.97	\$ -
					\$ -
9.1.4	Construction Manager Cost Percentage		0.00%	\$ -	\$ -
					\$ -
	No. 8 Ditch SUBTOTAL			\$ 136,782.97	\$ -
					\$ -
	East Larimer County Water District		30%	\$ 41,034.89	\$ -
	North Weld County Water District		70%	\$ 95,748.08	\$ -

EXHIBIT C:

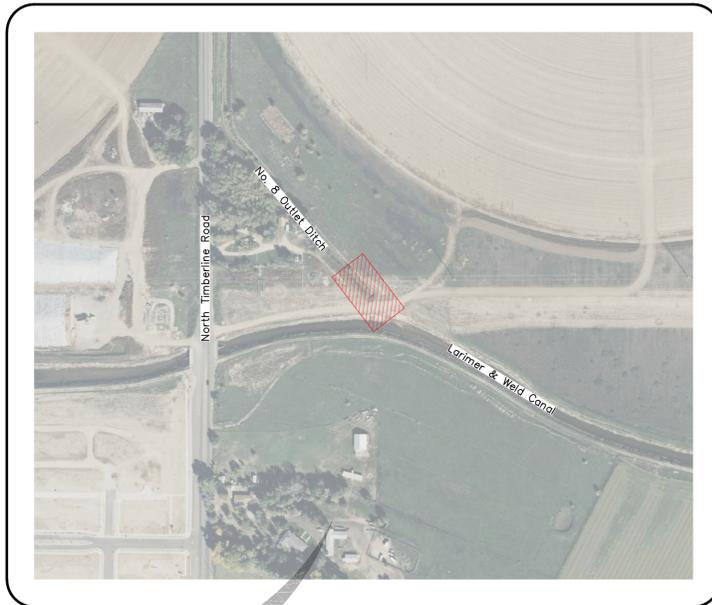
**Ditesco No. 8 Re-Design Drawing
Packet**

Drawing Name: Z:\-Business Focus\PM_CM\East Larimer County Water District (ELCO)\NEW 3 Drawings\CAD\Sheets\DS-NEW 3\Culvert Repair\Cover & General Notes.dwg Wednesday, January 14, 2026 11:26 AM By: Brandon Merrill

UTILITY PLANS FOR NEW 3 LWIC NO. 8 OUTLET CULVERT REPAIR

ISSUED FOR CONSTRUCTION

January, 2026



PROJECT
LOCATION

CALL UTILITY NOTIFICATION CENTER OF
COLORADO



Know what's Below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER UTILITIES.

VICINITY MAP

NOT TO SCALE

BENCHMARKS

Coordinate Control

VERTICAL DATUM:
PROJECT DATUM: NAVD88

BENCHMARK #92-3: CITY OF FORT COLLINS VERTICAL BENCHMARK, TIMBERLINE ROAD AT
LARIMER-WELD IRRIGATION DITCH, ON THE SOUTH END OF THE EAST PARAPET WALL.

ELEVATION: 4988.87' (NAVD88 VERTICAL DATUM)
4985.68' (NGVD29 VERTICAL DATUM)

HORIZONTAL DATUM:

NAD83/2011 COLORADO STATE PLANE COORDINATE SYSTEM NORTH ZONE
SCALE FACTOR 0.99973332 (1.00026675) (MODIFIED STATE PLANE)

THIS DRAWING IS AT GROUND COORDINATES.
TO REDUCE TO STATE PLANE SCALE AT
0.99973332 (1.00026675) ABOUT POINT 0,0.

CONTACT INFORMATION



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East Larimer County Water District
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District Engineer
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(970) 493-2044



OWNER
North Weld County Water District
Eric Reckentine
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(970) 356-3020



ENGINEER
Ditesco
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STRUCTURAL ENGINEER
CivilCorp
Mohamad Mansour, PhD, P.E.
2825 Wilcrest Drive, Suite 100
Houston, Texas, 77042
(832) 577-2107



SHEET INDEX

INDEX NO.	SHEET NO.	DESCRIPTION
COVER AND GENERAL NOTES		
1	C001	COVER SHEET
2	C002	GENERAL NOTES
DEMOLITION PLAN		
3	C101	DEMOLITION PLAN
SITE AND GRADING PLAN		
4	C201	SITE AND GRADING PLAN
CULVERT PLAN AND PROFILE		
5	C301	CULVERT PLAN AND PROFILE
HEADWALL AND GENERAL NOTES		
6	C401	HEADWALL AND GENERAL DETAILS



No.	Revisions:	By:	Date:

COVER SHEET	DESIGNED BY:	D. Egger	DATE:	January 14, 2026
	DRAWN BY:	B. Merrill	SCALE:	NTS
	APPROVED BY:	D. Egger	FILE NAME:	DS-NEW 3 Culvert Repair Cover & General Notes.dwg

NEW 3 - LWIC NO. 8 OUTLET CULVERT REPAIR
PROJECT NUMBER: XXXX
SHEET NUMBER C001
SHEET INDEX: 1

GENERAL NOTES:

- 1. REFER TO THE GEOTECHNICAL BASELINE REPORT, GEOTECHNICAL DATA REPORT, AND GEOTECHNICAL INFORMATION REPORT LOCATED IN THE CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION ON THE GEOTECHNICAL CONDITIONS AND BORING INFORMATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTS AND CORNER MARKERS. SURVEY MONUMENTS AND PROPERTY CORNER MARKERS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REESTABLISHED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF COLORADO.
3. DIMENSIONS TO STRUCTURES, REFERENCED PIPING, PAVING, AND OTHER IMPROVEMENTS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS 14 DAYS IN ADVANCE OF THE CONSTRUCTION PROGRESS. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER.
4. STRUCTURES SUCH AS CURBS AND GUTTERS, CONCRETE AND ASPHALT DRIVES AND WALKWAYS, PAVING BRICKS, FENCING, RETAINING WALLS, SIGNS, POSTS, MARKERS, MAIL BOXES, ETC., CROSSED BY THE PIPELINE ARE NOT INDICATED IN THE PROFILE. CONTRACTOR SHALL RESTORE TO PRECONSTRUCTION CONDITIONS AND LOCATIONS ANY EXISTING STRUCTURES THAT ARE DISTURBED, DAMAGED, OR REMOVED BY CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING ROADS, BUILDINGS, OR OTHER STRUCTURES RESULTING FROM CONTRACTORS CONSTRUCTION ACTIVITIES. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND THE ENGINEER AT NO COST TO THE OWNER.
6. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING TREES, SHRUBS, AND PLANTS, UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING STAGING AREAS FOR THEIR WORK AND TO OBTAIN REQUIRED APPROVALS FROM REGULATORY AGENCIES.
9. CONTRACTOR SHALL INSTALL PIPELINES, PAVING, WALKWAYS, AND CURB AND GUTTER AT UNIFORM GRADE BETWEEN ELEVATIONS DEPICTED ON THE DRAWINGS.
10. THE CONTRACTOR SHALL MAINTAIN DRIVEWAY ACCESS TO ALL ADJOINING PROPERTIES ACCESSIBLE TO THE PUBLIC AND EMERGENCY VEHICLES. DESIGNS FOR MAINTAINING ACCESS WILL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE CONTROLLING AGENCY FOR REVIEW AND APPROVAL.
11. CONTRACTOR SHALL COMPLY WITH TRENCH PLATE REQUIREMENTS OF THE GOVERNING JURISDICTION. IF TRENCH PLATE REQUIREMENTS ARE NOT SPECIFIED, THE CONTRACTOR SHALL APPLY SKID RESISTANT COATING ON THE TRENCH PLATES AND COLD MIX ASPHALT CONCRETE AT THE EDGES THE TRENCH PLATES SHALL BE NOTCHED INTO THE ASPHALT CONCRETE OR TRAVELED SURFACE TO PREVENT SLIPPAGE AND ROCKING UNDER TRAFFIC.
12. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, COUNTY, AND LOCAL LAWS AND ORDINANCES RELATING TO THE SAFETY AND CHARACTER OF WORK, EQUIPMENT, AND PERSONNEL. THIS INCLUDES, BUT IS NOT LIMITED TO SHEETING, SHORING, BRACING, VENTILATION, CONFORMANCE WITH TRAFFIC CONTROL AND MAINTENANCE OF BARRICADES AND WARNING DEVICES.
13. CONTRACTOR SHALL KEEP COMPLETE AND ACCURATE RECORD DRAWINGS OF THE WORK, UTILITY POTHOLE DATA, AND EXISTING CONDITIONS THAT HAVE CHANGED OR ARE DIFFERENT THAN SHOWN ON THE PLANS. UPON COMPLETION OF THE WORK, THE CONTRACTOR'S REDLINED AS-BUILT DRAWING SHALL BE SUBMITTED TO THE CONSTRUCTION MANAGER FOR REVIEW AND COMMENT.
14. BURNING OF TRASH, VEGETATION, OR ANY OTHER WASTE GENERATED DURING CONSTRUCTION IS PROHIBITED.
15. PLACE PIPELINE MARKERS IN A MANNER THAT DOES NOT INTERFERE WITH LANDOWNER USE OF THE PROPERTY.
16. CONTRACTOR SHALL ACCESS EASEMENTS FROM NEW PERMANENT ACCESS LOCATIONS. NEW TEMPORARY CONSTRUCTION ACCESS LOCATIONS, AND TEMPORARY CONSTRUCTION ACCESS LOCATIONS AT EXISTING ACCESS LOCATIONS AS SHOWN ON THE PLANS. CONTRACTOR SHALL RESTORE AND/OR IMPROVE ALL ACCESS LOCATIONS AS SHOWN ON THE PLANS. COORDINATE WITH ACCESS PERMITS REQUIRED FOR JURISDICTION HAVING AUTHORIZATION.
17. CONTRACTOR SHALL RESTORE LANDOWNER PROPERTIES TO PRECONSTRUCTION CONDITIONS INCLUDING SURFACE RESTORATION, SEEDING, AND REMOVAL AND REPLACEMENT OF EXISTING INFRASTRUCTURE INCLUDING FENCE, GATES, ROADS, AND TRAILS.
18. NO PARKING OR CONSTRUCTION STAGING SHALL BE ALLOWED IN THE PUBLIC ROW WITH EXCEPTION TO CROSSING PUBLIC ROW WITH APPROVED ROW AND EQUIPMENT CROSSING PERMITS IN PLACE.
19. CONTRACTOR SHALL REPAIR AND RESTORE FENCING ON OR ADJACENT TO THE RIGHT-OF-WAY LAND REMOVED OR SEVERED BY CONTRACTOR TO THE CONDITION SUCH FENCING WAS IN PRIOR TO SUCH REMOVAL OR SEVERANCE. IF NECESSARY TO CONTAIN LIVESTOCK, WHETHER SHOWN ON THE PLAN OR NOT, CONTRACTOR SHALL PROVIDE TEMPORARY LIVESTOCK FENCE DURING CONSTRUCTION UNTIL THE EXISTING FENCING CAN BE REPAIRED AND/OR RESTORED TO PRE-CONSTRUCTION CONDITIONS.

GENERAL PIPELINE NOTES:

- 1. THE FOLLOWING NOTES ARE GENERAL AND APPLY TO ALL SHEETS OF THESE CONTRACT DOCUMENTS AS IF THEY WERE WRITTEN IN THEIR ENTIRETY ON EACH SHEET.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING CONDITIONS INCLUDING LOCATION AND DIMENSIONS OF ALL EXISTING CONSTRUCTION AND UTILITIES. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE IS A CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONSTRUCTION BEFORE PROCEEDING WITH WORK.
3. CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 10 FEET HORIZONTAL AND 18 INCHES VERTICAL BETWEEN THE SEWER LINES AND EXISTING WATER LINES UNLESS OTHERWISE NOTED.
4. UNLESS DETAILED, SPECIFIED, OR OTHERWISE INDICATED ON THE DRAWINGS, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS' AND GENERAL NOTES. TYPICAL DETAILS SHALL APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS.
5. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR A GIVEN PART OF THE WORK, DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
6. CONTRACTOR SHALL COMPLY WITH LOCAL AND STATE CONSTRUCTION STORM WATER DISCHARGE REGULATIONS AND REQUIREMENTS.
7. PRIOR TO EXCAVATION FOR NEW STRUCTURES, ELECTRICAL CONDUIT, FABRICATION OF NEW PIPING AND/OR OTHER PROPOSED UTILITIES, CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING PIPING AND UTILITIES IN THE CONSTRUCTION AREA.
8. ALL PIPELINES 12" AND LARGER SHALL HAVE A MINIMUM COVER OF 54" UNLESS THE COVER DEPTH IS SPECIFICALLY INDICATED ON THE DRAWINGS. PIPE SMALLER THAN 12" SHALL HAVE A MINIMUM COVER OF 54" UNLESS NOTED OTHERWISE. ALL PIPE WITHIN WELD COUNTY ROW SHALL HAVE A MINIMUM OF 6'-0" COVER FROM LOWEST POINT IN THE ROW. PIPES SHALL BE ROUTED AS SHOWN UNLESS MINOR REVISIONS ARE NECESSARY TO MISS EXISTING PIPES, STRUCTURES, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL FITTINGS AND ADAPTERS REQUIRED TO MAKE THE ROUTING CHANGES AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL INCLUDE COST FOR THIS IN THE BID.
9. EXISTING FACILITY AND UTILITY INFORMATION SHOWN ON THE DRAWINGS WAS OBTAINED FROM AVAILABLE RECORDS OR ELECTRONIC FILES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR FACILITIES AND UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS, SIZES, MATERIAL TYPES, AND ELEVATIONS SHOWN AROUND OR NEAR AREAS OF NEW CONSTRUCTION PRIOR TO START OF CONSTRUCTION.
10. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT FROM DAMAGE TO EXISTING FACILITIES AND UTILITIES SHOWN OR NOT SHOWN THAT ARE TO REMAIN. ALL FACILITIES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE ORIGINAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE WITHOUT ADDITIONAL COMPENSATION.
11. CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING PIPE, EQUIPMENT, ETC. AS REQUIRED AND SHALL PROVIDE ALL FITTINGS, ADAPTERS, AND APPURTENANCES REQUIRED TO MAKE THE CONNECTIONS. PROVIDE ALL SUPPORTS REQUIRED FOR A RIGIDLY SUPPORTED COMPLETE AND WORKING SYSTEM.
12. ADJUST ALL VALVE BOXES, VAULTS, PULL BOXES, AND MANHOLES TO FINISHED GRADE UNLESS OTHERWISE SHOWN OR DIRECTED. MANHOLES AND VAULTS IN OPEN FIELDS SHALL BE SET SIX (6) INCHES ABOVE FINISHED GRADE.
13. THE CONTRACTOR SHALL CONTACT 811 ALONG WITH THE PROPER UTILITY REPRESENTATIVE AS PRESENTED ON THE PROPERTY SPECIFICATIONS AND UTILITY GENERAL NOTES. FOR UTILITIES WITHOUT CONTACT INFORMATION PROVIDED, CONTACT 811.
14. THE CONTRACTOR SHALL TAKE SPECIAL PRECAUTIONS IN THE VICINITY OF ANY OVERHEAD ELECTRIC. CONTRACTOR SHALL ABIDE BY THE NATIONAL ELECTRIC CODE AND ANY REQUIREMENT BY THE OWNER OF THE ELECTRIC LINES.
15. PROVIDE ALL SHEETING/SHORING REQUIRED TO PROTECT EXISTING STRUCTURES, PIPES AND FACILITIES.
16. CONTRACTOR SHALL VERIFY LOCATION OF ALL ARCHITECTURAL, MECHANICAL, AND ELECTRICAL ITEMS BEFORE PLACING ANY STRUCTURAL STEEL OR CONCRETE. ALSO, STRUCTURAL DIMENSIONS AND OPENINGS CONTROLLED BY ARCHITECTURAL, MECHANICAL, OR ELECTRICAL EQUIPMENT SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
17. MECHANICAL AND ELECTRICAL EQUIPMENT SUPPORTS, ANCHORAGES, OPENINGS, RECESSES, AND REVEALS NOT SHOWN ON THE STRUCTURAL DRAWINGS, THAT ARE REQUIRED BY OTHER CONTRACT DRAWINGS, SHALL BE PROVIDED PRIOR TO CASTING CONCRETE.
18. CONSTRUCT TRENCHES IN ACCORDANCE WITH SECTION 31 23 43 AND CIVIL STANDARD TRENCHING DETAILS. ALL OPEN TRENCHES, WORK AREAS, AND SHAFTS SHALL BE SLOPED OR HAVE A SHORING SYSTEM IN ACCORDANCE WITH OSHA, STATE, AND LOCAL REQUIREMENTS.
19. SCHEDULE TIE-INS IN ACCORDANCE WITH THE SEQUENCING REQUIREMENTS OF THE CONTRACT. SCHEDULE AND COORDINATE TIE-INS AROUND THE OWNER'S OPERATIONAL REQUIREMENTS AND LIMITATIONS. ADVANCE NOTICE SHALL BE GIVEN TO THE ENGINEER PRIOR TO COMMENCEMENT OF ANY TIE-IN WORK.
20. THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING REQUIRED INSPECTIONS. THE PRESENCE OR ABSENCE OF THE INSPECTOR WILL NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR THE PROPER PERFORMANCE OF THE WORK.
21. CONTRACTOR SHALL PROTECT THE PIPELINE CEMENT MORTAR LINING BETWEEN THE TIME OF INSTALLATION AND PIPELINE HYDROSTATIC TESTING BY MAINTAINING A HUMID ENVIRONMENT. CONTRACTOR SHALL FILL BELLIES AT VARIOUS LOCATIONS ALONG THE ALIGNMENT WITH ACCEPTABLE RAW WATER OR POTABLE WATER FURNISHED BY THE CONTRACTOR.

EXISTING UTILITY NOTES:

- 1. IN ACCORDANCE WITH COLORADO STATE STATUTE, THE ENGINEER HAS ATTEMPTED TO IDENTIFY KNOWN UTILITIES TO ASCE STANDARD 38-02 QUALITY LEVEL A ALONG THE PIPELINE ALIGNMENT. THE CONTRACT DRAWINGS IDENTIFY THE UTILITIES ENCOUNTERED AND THE QUALITY LEVEL OF EACH UTILITIES' INFORMATION. FOR KNOWN UNDERGROUND UTILITIES AND OTHER UNDERGROUND STRUCTURES THAT A QUALITY LEVEL A WAS NOT ACHIEVED, THE UTILITIES AND STRUCTURES ARE SHOWN ON THE DRAWINGS ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR IS DISCOVERED BY THE OWNER OR ENGINEER. FOR UTILITIES NOT LOCATED TO A QUALITY LEVEL A, IT IS EXPECTED THAT THERE MAY BE DISCREPANCIES OR OMISSIONS IN THE LOCATION AND THE QUANTITIES OF ACTUAL UNDERGROUND UTILITIES AND OTHER UNDERGROUND UTILITIES AND OTHER UNDERGROUND STRUCTURES THAN THOSE SHOWN. THE CONTRACTOR SHALL, AHEAD OF EXCAVATION, CONFIRM THE LOCATION OF ALL UNDERGROUND UTILITIES AND OTHER UNDERGROUND STRUCTURES SO THAT THEY WILL NOT BE DAMAGED BY THE CONSTRUCTION OPERATION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY OWNERS CONCERNING LOCATION OF ALL ABOVE GROUND UTILITIES AND UNDERGROUND UTILITIES BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL REVIEW EXCAVATOR HANDBOOK SAFE DIGGING GUIDE LATEST EDITION AVAILABLE FROM THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT WWW.COLORADO811.ORG. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL 811 FOR TIER-1 LOCATES FROM UNCC AS WELL AS CONTACT TIER-2 MEMBERS FOR ANY LOCATES NOT COORDINATED BY UNCC.
2. EXISTING UTILITIES IN THE PROJECT MAY BE IN A FRAGILE CONDITION. THE CONTRACTOR SHALL EXERCISE NECESSARY CAUTION WHEN WORKING NEAR EXISTING UTILITIES.
3. SUPPORT ALL EXISTING UTILITIES AT CROSSING LOCATIONS. PROTECT EXISTING UTILITIES RUNNING PARALLEL TO CONSTRUCTED TRENCHES FROM DAMAGE CAUSED BY THE REMOVAL OF ADJACENT MATERIALS.
4. SOME UTILITY SERVICES MAY NOT BE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO LOCATE AND PROTECT SERVICE DURING CONSTRUCTION.
5. PRIOR TO CONSTRUCTION OF ANY NEW PIPELINE THAT TIES INTO AN EXISTING UTILITY, EXPOSE AND VERIFY LOCATION AND ELEVATION OF THE TIE-IN POINT AND THE EXISTING PIPE MATERIAL AND ANY OTHER INFORMATION REQUIRED BY THE DRAWINGS. SURVEY AND ACCURATELY RECORD THE LOCATION AND ELEVATION OF TIE-IN POINT ON THE RECORD DRAWINGS.
6. OVERHEAD UTILITIES ARE NOT INDICATED IN ARCHITECTURAL ELEVATIONS, PROFILE, OR SECTION DRAWINGS.
7. BEFORE CONSTRUCTION IS STARTED, CONTRACTOR SHALL COORDINATE WITH THE OWNER OF EACH UTILITY AND DEFINE THE REQUIREMENTS AND METHODS TO ACCOMMODATE THE PROTECTION, TEMPORARY SUPPORT, ADJUSTMENT, OR RELOCATION OF ANY UTILITIES AFFECTED BY THE PROPOSED WORK.
8. REPLACE ALL UTILITY MARKERS, MARKING TAPE, TRACER WIRE, AND ANY OTHER UTILITY IDENTIFICATION DEVICES FOR EXISTING UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION.

EARTHWORK NOTES:

- 1. CLEAR THE CONSTRUCTION AREA OF NATURAL OBSTRUCTIONS, EXISTING FOUNDATIONS, BUILDINGS, FENCES, LUMBER, WALLS, STUMPS, BRUSH, WEEDS, RUBBISH, TREES, BOULDERS, AND ANY OTHER ITEMS WHICH INTERFERES WITH CONSTRUCTION OPERATIONS OR ARE DESIGNATED FOR REMOVAL.
2. GRUB OUT AND DISPOSE OF TREE TRUNKS AND ROOT MATERIAL BELOW THE GROUND SURFACE REMAINING AFTER CLEARING.
3. DISPOSE OFF-SITE ALL UNACCEPTABLE BACKFILL MATERIAL FROM THE CLEARING AND GRUBBING OPERATIONS AT NO ADDITIONAL COST TO THE OWNER.
4. STRIP AND STOCKPILE THE TOPSOIL SEPARATELY FROM MATERIAL EXCAVATED FROM THE TRENCH. THE DEPTH OF STRIPPING SHALL BE ESTIMATED TO BE 18-INCHES BUT WILL BE DETERMINED IN THE FIELD BY THE CONSTRUCTION MANAGER AS SOIL CONDITIONS DICTATE.
5. REPLACE STOCKPILED SOIL AND RESTORE SITE AS SPECIFIED.
6. ROCK AND AGGREGATE STORAGE AREAS SHALL BE RESTORED BY EXCAVATING ANY SOILS CONTAINING ROCK OR AGGREGATE AND BACKFILLING WITH TOPSOIL. PIPELINE SPOILS SHALL BE REMOVED AND DISPOSED OF OFF-SITE UNLESS NOTED OTHERWISE.

ENVIRONMENTAL GENERAL NOTES:

- 1. ALL ROAD DITCHES, FENCE LINES, PASTURES AND SIMILAR AREAS SHALL BE RESTORED TO PRECONSTRUCTION CONDITIONS.
2. ALL CROPPED AREAS DISTURBED SHALL HAVE THE TOPSOIL REMOVED, SEGREGATED, AND PROTECTED PRIOR TO REPLACEMENT FOLLOWING TRENCH BACKFILL.
3. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH ALL LOCAL PERMITS, AND THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY."
4. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION IN COMPLIANCE WITH THE STORMWATER PERMIT ISSUED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) AND LOCAL AGENCIES. ADDITIONALLY, THE CONTRACTOR WILL BE REQUIRED TO FOLLOW THE OWNER'S EXISTING MSA PERMIT GUIDANCE AND REQUIREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MODIFY EROSION AND SEDIMENT CONTROL PLANS AS CONDITIONS WARRANT.
5. IF DEWATERING IS REQUIRED, A STATE CONSTRUCTION DEWATERING PERMIT IS REQUIRED FOR DISCHARGES TO A STORM SEWER, CHANNEL, IRRIGATION DITCH, ANY STREET THAT IS TRIBUTARY TO THE AFOREMENTIONED FACILITIES, OR ANY WATERS OF THE UNITED STATES.
6. CONTRACTOR SHALL COORDINATE AS REQUIRED TO OBTAIN AND FURNISH WATER FOR USE AS A DUST CONTROL.
7. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO MINIMIZE DISTURBANCES TO STREAMS, VEGETATION, TREES AND CROP LANDS. LEAVE EXISTING TREES AND VEGETATED AREAS UNDISTURBED.
8. IN ALL CASES POSSIBLE, AVOID BLADING AND GRUBBING OF WOODY VEGETATION IN AREAS OF TEMPORARY DISTURBANCE. IF NECESSARY, PRUNE WOODY VEGETATION TO GROUND LEVEL WITHOUT REMOVING THE ROOT MASS SO THAT IT MAY GROW BACK FOLLOWING CONSTRUCTION. AVOID THE UNNECESSARY REMOVAL OF TREES OR SHRUBS. FOR EXAMPLE, PRUNE THE AERIAL PORTIONS OF TREES AND SHRUBS THAT HANG OVER A PROJECT AREA AND INTERFERE WITH EQUIPMENT.
9. EQUIPMENT CLEANING:
9.1. MAJOR EQUIPMENT (E.G., TRACK EQUIPMENT, RUBBER TIRE LOADERS, AND BACKHOES) SHOULD BE CLEANED BY HIGH PRESSURE AIR OR WATER SPRAY BEFORE BEING DELIVERED TO THE PROJECT AREA TO AVOID INTRODUCING UNDESIRABLE PLANTS AND NOXIOUS WEEDS.
9.2. IF HEAVY EQUIPMENT IS ACQUIRED THAT WAS PREVIOUSLY WORKING IN ANOTHER STREAM, RIVER, LAKE, POND, OR WETLAND, ONE OF THE FOLLOWING DISINFECTION PRACTICES IS NECESSARY PRIOR TO BRINGING ON-SITE TO PREVENT THE SPREAD OF NEW ZEALAND MUD SNAILS AND OTHER AQUATIC Hitchhikers INTO THE DRAINAGEWAY. THESE PRACTICES ARE ALSO NECESSARY AFTER PROJECT COMPLETION, PRIOR TO THIS EQUIPMENT BEING USED IN ANOTHER STREAM, RIVER, LAKE, POND, OR WETLAND, FOR THE SAME PURPOSE:
9.2.1. REMOVE ALL MUD AND DEBRIS FROM EQUIPMENT (TRACKS, TURRETS, BUCKETS, DRAGS, TEETH, ETC) AND PAY/SOAK EQUIPMENT WITH A 1:15 SOLUTION OF DISINFECTION SOLUTION CONTAINING THE FOLLOWING INGREDIENTS. THE EQUIPMENT SHOULD BE KEPT MOIST FOR AT LEAST 10 MINUTES, AND RINSEWATER SHOULD BE MANAGED AS A SOLID WASTE IN ACCORDANCE WITH LOCAL, COUNTY, STATE, OR FEDERAL REGULATIONS.
9.2.1.1. DIALKYL DIMETHYL AMMONIUM CHLORIDE (5-10% BY WEIGHT);
9.2.1.2. ALKYL DIEMETHYL BENZYL AMMONIUM CHLORIDE (5-10% BY WEIGHT);
9.2.1.3. NONYL PHENOL ETHOXYLATE (5-10% BY WEIGHT);
9.2.1.4. SODIUM SESQUICARBONATE (1-5%) AND,
9.2.1.5. TETRASODIUM ETHYLENE DIAMINETETRAACETATE (1-15%)
9.2.2. SMALL EQUIPMENT, HAND TOOLS, BOOTS AND ANY OTHER EQUIPMENT THAT WAS PREVIOUSLY USED IN A RIVER, STREAM, LAKE, POND, OR WETLAND PRIOR TO MOVING THE EQUIPMENT TO ANOTHER WATER BODY MAY BE DISINFECTED USING THE FOLLOWING:
9.2.2.1. SPRAY/SOAK EQUIPMENT WITH WATER GREATER THAN 140 DEGREES FAHRENHEIT FOR AT LEAST 10 MINUTES.
9.2.2.2. SANITIZE WATER SUCTION HOSES AND WATER TRANSPORTATION TANKS (USING METHODS DESCRIBED ABOVE) AND DISCARD RINSE WATER IN AN APPROPRIATELY PERMITTED DISPOSAL FACILITY.

- 9.2.1. REMOVE ALL MUD AND DEBRIS FROM EQUIPMENT (TRACKS, TURRETS, BUCKETS, DRAGS, TEETH, ETC) AND PAY/SOAK EQUIPMENT WITH A 1:15 SOLUTION OF DISINFECTION SOLUTION CONTAINING THE FOLLOWING INGREDIENTS. THE EQUIPMENT SHOULD BE KEPT MOIST FOR AT LEAST 10 MINUTES, AND RINSEWATER SHOULD BE MANAGED AS A SOLID WASTE IN ACCORDANCE WITH LOCAL, COUNTY, STATE, OR FEDERAL REGULATIONS.
9.2.1.1. DIALKYL DIMETHYL AMMONIUM CHLORIDE (5-10% BY WEIGHT);
9.2.1.2. ALKYL DIEMETHYL BENZYL AMMONIUM CHLORIDE (5-10% BY WEIGHT);
9.2.1.3. NONYL PHENOL ETHOXYLATE (5-10% BY WEIGHT);
9.2.1.4. SODIUM SESQUICARBONATE (1-5%) AND,
9.2.1.5. TETRASODIUM ETHYLENE DIAMINETETRAACETATE (1-15%)
9.2.2. SMALL EQUIPMENT, HAND TOOLS, BOOTS AND ANY OTHER EQUIPMENT THAT WAS PREVIOUSLY USED IN A RIVER, STREAM, LAKE, POND, OR WETLAND PRIOR TO MOVING THE EQUIPMENT TO ANOTHER WATER BODY MAY BE DISINFECTED USING THE FOLLOWING:
9.2.2.1. SPRAY/SOAK EQUIPMENT WITH WATER GREATER THAN 140 DEGREES FAHRENHEIT FOR AT LEAST 10 MINUTES.
9.2.2.2. SANITIZE WATER SUCTION HOSES AND WATER TRANSPORTATION TANKS (USING METHODS DESCRIBED ABOVE) AND DISCARD RINSE WATER IN AN APPROPRIATELY PERMITTED DISPOSAL FACILITY.

METHODS:

- 9.2.2.1. SPRAY/SOAK EQUIPMENT WITH WATER GREATER THAN 140 DEGREES FAHRENHEIT FOR AT LEAST 10 MINUTES.
9.2.2.2. SANITIZE WATER SUCTION HOSES AND WATER TRANSPORTATION TANKS (USING METHODS DESCRIBED ABOVE) AND DISCARD RINSE WATER IN AN APPROPRIATELY PERMITTED DISPOSAL FACILITY.

WETLAND REVEGETATION GENERAL NOTES:

- 1. ALL WETLAND AREAS DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO PRECONSTRUCTION CONTOURS AND ELEVATIONS.
2. REVEGETATE ALL WETLAND AREAS DISTURBED DURING CONSTRUCTION USING THE WETLAND SEED MIX (TABLE 1).
2.1. TOPSOIL: WETLAND TOPSOIL SHOULD BE REPLACED AND GRADED TO PRECONSTRUCTION ELEVATIONS AND CONTOURS.
2.2. WETLAND TOPSOIL SHALL BE EXCAVATED TO A DEPTH OF 6- TO 12- INCHES IN WETLAND IMPACT AREAS.
2.3. WETLAND TOPSOIL SHALL BE STOCKPILED IN AN UPLAND LOCATION DURING CONSTRUCTION.
2.4. WETLAND TOPSOIL SHALL NOT REMAIN STOCKPILED FOR LONGER THAN ONE MONTH.
2.5. TOPSOIL SHALL BE APPLIED WHEN SEEDING IS PLANNED TO OCCUR WITHIN 3 DAYS. TOPSOIL SHALL NOT BE APPLIED IF THE TOPSOIL IS WET. A MINIMUM OF 6 INCHES OF WETLAND TOPSOIL SHALL BE PLACED EVENLY OVER THE SITE. FINAL SOIL ELEVATION SHALL NOT UNULATE MORE THAN 6 INCHES. TOPSOIL SHOULD BE REPLACED WITH A MINIMUM NUMBER OF MACHINE PASSES. RELATIVELY ROUGH (LESS THAN 6 INCHES), UNEVEN SURFACES ARE ACCEPTABLE BECAUSE THEY MIMIC NATURAL SYSTEMS.
3. SEEDING: ALL SEED MUST BE GUARANTEED FOR PURITY AND GERMINATION, FREE OF NOXIOUS WEED SEEDS, AND SUPPLIED ON A PURE LIVE SEED (PLS) BASIS.
3.1. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH ALL SEED BAG TAGS AND A CERTIFICATION FROM THE SUPPLIER STATING THAT THE SEED COMPLIES WITH THE FEDERAL SEED ACT. USING THE SEED SPECIES NAME LISTED ON THE "CERTIFIED SEED BLUE

- TAG,"VERIFY THAT THE SEED RECEIVED IS THE SEED SPECIFIED PRIOR TO SEEDING.
3.2. SEEDING WILL BE CONDUCTED UNDER FAVORABLE WEATHER CONDITIONS. SEEDING SHALL TAKE PLACE BETWEEN OCTOBER 1 AND MAY 1 EXCEPT WHEN THE GROUND IS FROZEN. SEEDING MUST OCCUR WITHIN 3 DAYS OF TOPSOIL PLACEMENT.
3.3. SEEDING EQUIPMENT USED FOR APPLYING GRASS SEED MUST BE DESIGNED, MODIFIED, OR EQUIPPED TO REGULATE THE APPLICATION RATE OF NATIVE GRASS SEED. SEED MUST BE UNIFORMLY DISTRIBUTED IN THE BROADCASTING DEVICE, AND SEED MUST BE EVENLY DISTRIBUTED THROUGHOUT THE WETLAND MITIGATION SITES.
3.4. THE APPLIED SEED SHALL NOT BE COVERED BY A SOIL THICKNESS GREATER THAN 0.5 INCHES IN DEPTH.
3.5. THE WETLAND SEED MIX SPECIFIED HEREIN IS BASED ON BROADCAST SEEDING AND SHOULD BE CUT IN HALF IF DRILL SEEDED.
4. STRAW MULCH (IF APPLICABLE): MULCH MUST BE APPLIED TO SEEDED AREAS NOT MORE THAN 24 HOURS AFTER SEEDING. MULCH SHALL NOT BE APPLIED IN THE PRESENCE OF FREE SURFACE WATER BUT MAY BE APPLIED UPON DAMP GROUND. MULCH SHALL NOT BE APPLIED TO SNOW-COVERED GROUND SURFACES. STRAW MULCH SHALL BE APPLIED AT A RATE OF 2,000 LBS/ACRE.
4.1. MULCHING SHALL NOT BE DONE DURING ADVERSE WEATHER CONDITIONS OR WHEN WIND PREVENTS UNIFORM DISTRIBUTION. IF MULCH IS APPLIED AFTER SEEDING, IT SHALL BE APPLIED IN A MANNER TO NOT SERIOUSLY DISTURB THE SEEDBED SURFACE.
4.2. THE CONTRACTOR SHALL REMOVE ANY EQUIPMENT TRACKS ON THE SEEDBED PRIOR TO FINAL MULCHING. THE CONTRACTOR SHALL USE A RAKE, SMALL HARROW, OR OTHER ACCEPTABLE MEANS TO REMOVE THE TRACKS.
4.3. REMULCH ANY AREAS FROM WHICH THE ORIGINAL MULCH MAY HAVE BEEN WASHED OR BLOWN AWAY. IF THE ORIGINAL SEEDBED AND SEEDING IS DAMAGED DUE TO DISPLACEMENT OF THE MULCHING MATERIAL, THE SEEDBED SHALL BE REPAIRED AND RESEEDED BEFORE REMULCHING.
5. MAINTENANCE: THE WETLAND SITES SHALL BE MONITORED ON A REGULAR BASIS DURING THE DESIGNATED MAINTENANCE PERIOD. MONITORING WILL INCLUDE VISUAL INSPECTIONS TO DETERMINE:
5.1. IF THE SEEDED AREAS ARE GERMINATING AND THE SEED IS BECOMING ESTABLISHED;
5.2. THE PRESENCE AND DISTRIBUTION OF BARE AREAS; AND
5.3. THE PRESENCE AND DISTRIBUTION OF NOXIOUS WEEDS.

Table with 3 columns: COMMON NAME AND VARIETY, SCIENTIFIC NAME, PLS (LB / AC). Rows include ALKALI SACATON, BALTIC RUSH, CANADA WILDRYE, COMMON THREESQUARE, CREEPING SPIKE, RUSHFOWL BLUEGRASS, MARSHY MUHLY, NEBRASKA SEEDPOA, PRAIRIE CORDGRASS, STEAMBANK WHEATGRASS, WITCHGRASS, TORREY'S RUSH, WESTERN WHEATGRASS, WOOLLY SEDGE, YELLOW INDIANGRASS, TOTAL.

LARIMER COUNTY REVEGETATION GENERAL NOTES:

- 1. SEE LARIMER COUNTY WEBSITE FOR ADDITIONAL INFORMATION ON SEEDING REQUIREMENTS: https://www.larimer.org/sites/default/files/uploads/2017/seeding.pdf
2. IDEAL DORMANT SEEDING WINDOW IS DECEMBER 1 THROUGH MAY 1. HOWEVER, GETTING SOME COMPETITION IN BARE SOIL AGAINST THE WEEDS IS EXTREMELY IMPORTANT. SEE WILL REMAIN VIABLE IN THE SOIL FOR THE RIGHT CONDITIONS TO GERMINATE FOR A NUMBER OF YEARS.
3. MAY - JULY: SEED WITH A COVER CROP LIKE OATS, MILO, SORGHUM, OR TRITICALE. SPRAY OR MOW TO KILL CROP BEFORE Viable SEED FORMATION IF A NON-STERILE VARIETY IS USED. BETWEEN DECEMBER TO MAY, SEED WITH DESIRED SEED MIX. WITH THIS OPERATION, CRIMPED STRAW IS NOT NEEDED. THE PLANNED SEED MIX CAN BE SEED AT THE SAME TIME, IF NOT USING A HERBICIDE TREATMENT ON THE COVER CROP.
4. JULY - NOVEMBER: INCLUDE A NURSE CROP WITH SEED MIX SUCH AS REGREEN (STERILE WHEAT), QUICKGRASS (STERILE TRITICAL), OR OATS. USE OF CRIMPED STRAW DEPENDING ON THE MONTH AND EXPECTED RAIN OR WIND BEFORE THE NURSE CROP GERMINATES.
5. SEEDING RATES:
5.1. DRILL SEEDING: 12-16 PLS (LB/ACRE)
5.2. BROADCAST SEEDING: 20-30 PLS (LB/ACRE)
5.3. COVER CROP SEEDING: 5-10 PLS (LB/ACRE)
5.4. NURSE CROP SEEDING: 1-2 PLS (LB/ACRE)
6. IF SEEDING GRASS AND LEGUMES INTO BARE SOIL, USE CRIMPED STRAW TO SLOW THE WIND AND WATER EROSION.
7. CRIMPED STRAW SHOULD BE AT 2 TONS/ACRE OF WEED FREE AND CROP SEED FREE STRAW. STRAW LENGTH SHALL BE AT LEAST 10-INCHES LONG FOR 70% OF THE PRODUCT USED. MULCH SHOULD BE FREE OF MOLD, DECAY, MUD, AND OTHER DEBRIS.
8. SEEDING: ALL SEED MUST BE GUARANTEED FOR PURITY AND GERMINATION, FREE OF NOXIOUS WEED SEEDS, AND SUPPLIED ON A PURE LIVE SEED (PLS) BASIS.
8.1. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH ALL SEED BAG TAGS AND A CERTIFICATION FROM THE SUPPLIER STATING THAT THE SEED COMPLIES WITH THE FEDERAL SEED ACT. USING THE SEED SPECIES NAME LISTED ON THE "CERTIFIED SEED BLUE TAG,"VERIFY THAT THE SEED RECEIVED IS THE SEED SPECIFIED PRIOR TO SEEDING.
8.2. SEEDING WILL BE CONDUCTED UNDER FAVORABLE WEATHER CONDITIONS. SEEDING SHALL TAKE PLACE BETWEEN OCTOBER 1 AND MAY 1 EXCEPT WHEN THE GROUND IS FROZEN. SEEDING MUST OCCUR WITHIN 3 DAYS OF TOPSOIL PLACEMENT.
8.3. SEEDING EQUIPMENT USED FOR APPLYING GRASS SEED MUST BE DESIGNED, MODIFIED, OR EQUIPPED TO REGULATE THE APPLICATION RATE OF NATIVE GRASS SEED. SEED MUST BE UNIFORMLY DISTRIBUTED IN THE BROADCASTING DEVICE, AND SEED MUST BE EVENLY DISTRIBUTED THROUGHOUT THE WETLAND MITIGATION SITES.
8.4. THE APPLIED SEED SHALL NOT BE COVERED BY A SOIL THICKNESS GREATER THAN 0.5 INCHES IN DEPTH.

Table with 4 columns: COMMON NAME AND VARIETY, SCIENTIFIC NAME, VARIETY, % OF MIX, PLS (LB / AC). Rows include BUFFALOGRASS, WESTERN WHEATGRASS, SLENDER WHEATGRASS, SIDEGRASS GRAMA, BLUE GRAMA, SAND DROPSEED.

SEED RATE = 18.9 LB/AC, PLS

ABBREVIATIONS: ME = MATCH EXISTING, BOW = BOTTOM OF WALL, TOC = TOP OF CONCRETE, FL = FLOWLINE, O.C. = ON CENTER, CMP = CORRUGATED METAL PIPE

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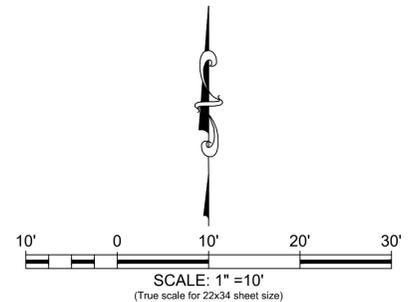
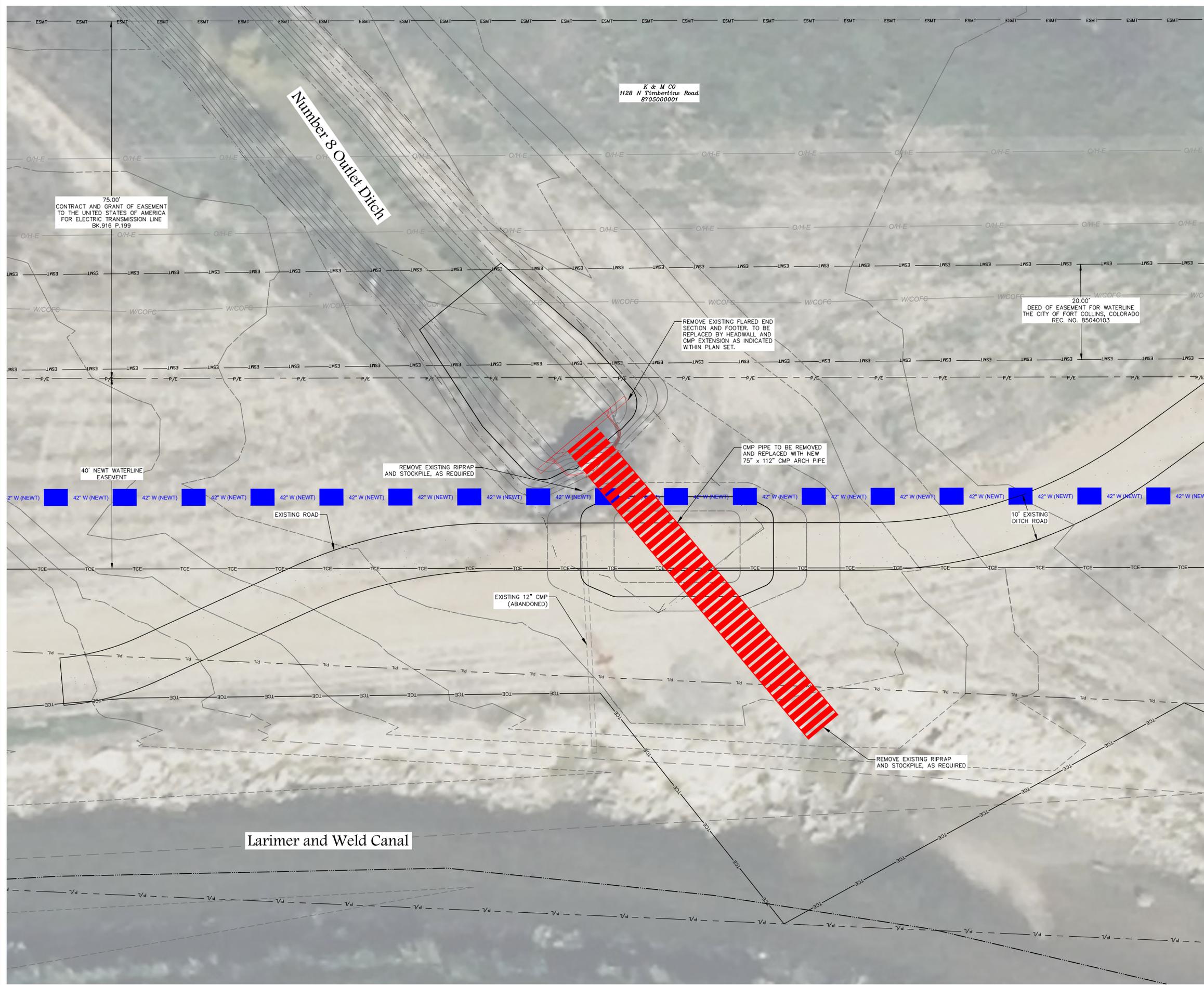
Table for Sheet Revisions with columns: No., By, Date, Revisions.

GENERAL NOTES sidebar containing: DESIGNED BY: D. Egger, DRAWN BY: B. Merrrell, APPROVED BY: D. Egger, DATE: January 14, 2026, SCALE: NTS, FILE NAME: DS-NEWT Culvert Repair Cover & General Notes.dwg

NEWT 3 - LWIC NO. 8 OUTLET CULVERT REPAIR logo and title block information.

PROJECT NUMBER: XXXX, SHEET NUMBER: C002, SHEET INDEX: 2

Drawing Name: Z:\Business Focus\PM_CW\East Larimer County Water District (ELCO)\NEW\3\Drawings\CAD\Sheets\DS-NEW\NEW\3\Culvert Repair-Demolition Plan.dwg Wednesday, January 14, 2026 8:17 AM By: Brandon Merril



LEGEND:

EXISTING WATER	---	W/COFG
EXISTING OVERHEAD ELECTRIC	---	O/H-E
EXISTING EASEMENT	---	ESMT ESMT
PERMANENT EASEMENT	---	P/E
PROPERTY LINE	---	P/L
TEMPORARY CONSTRUCTION EASEMENT	---	TCE
EXISTING DIRT ACCESS	---	---
PROPOSED DEMOLITION	---	---
PROPOSED DEMO PIPE	---	---

- NOTES:**
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DEMOLITION, REMOVAL, REPLACEMENT AND DISPOSAL OF ALL FACILITIES AND MATERIAL.
 - THE CONTRACTOR IS ENCOURAGED TO PERFORM DEMOLITION IN A MANNER THAT MAXIMIZES SALVAGE, RE-USE AND RECYCLING OF MATERIALS. THIS INCLUDES APPROPRIATE SORTING AND STORING. IN PARTICULAR, DEMOLITION CONCRETE, ASPHALT AND BASE COURSE SHOULD BE RECYCLED IF POSSIBLE.
 - ALL SYMBOLS ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
 - CONTRACTOR TO PROTECT EXISTING INFRASTRUCTURE IN PLACE INCLUDING, BUT NOT LIMITED TO, UTILITY POLES, PEDESTALS, WATER METERS, HYDRANTS, STORM DRAINS, MANHOLES, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED UTILITIES.
 - CONTRACTOR TO PROTECT IN PLACE EXISTING LANDSCAPING, TREES, FENCES, DRIVEWAYS, SIDEWALKS, AND OTHER SURFACE FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED SURFACE FEATURES.
 - CONTRACTOR TO PROVIDE ACCESS TO ALL PRIVATE RESIDENCES AND BUSINESSES DURING CONSTRUCTION.
 - SEE SHEET C001 FOR PROJECT BENCHMARKS AND VERTICAL DATUM.
 - CONTRACTOR TO RESTORE EXISTING ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.

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No.	Revisions:	By:	Date:

DEMOLITION PLAN			
DESIGNED BY:	D. Egger	DATE:	January 14, 2026
DRAWN BY:	B. Merril	SCALE:	1" = 10'
APPROVED BY:	D. Egger	FILE NAME:	DS-NEW\3\Culvert Repair-Demolition Plan.dwg

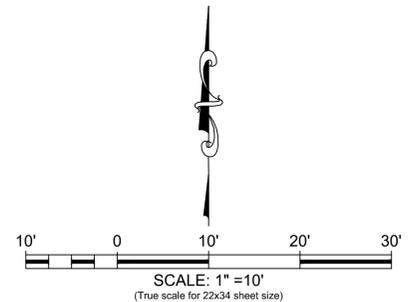
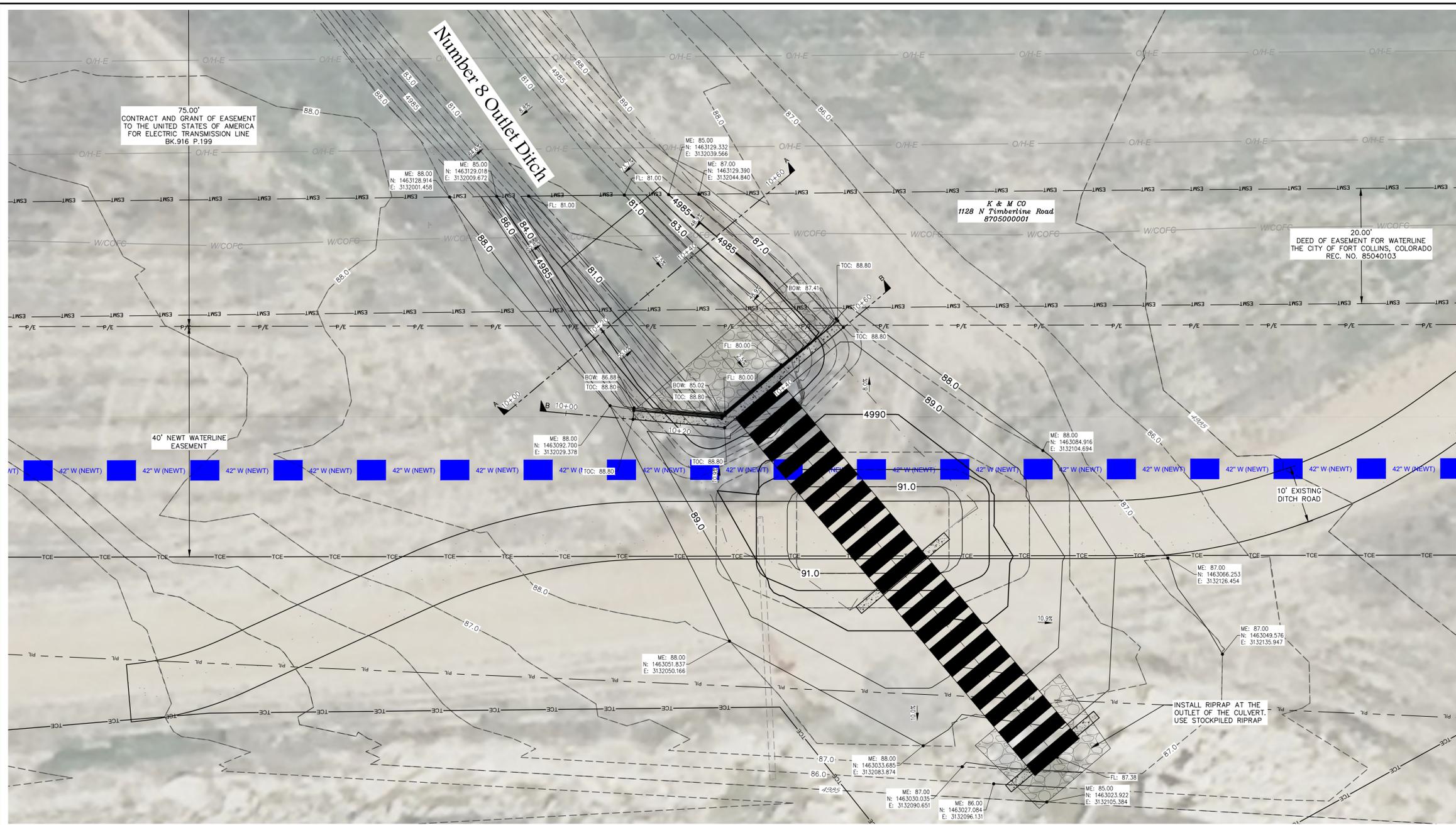
**NEW 3 - LWIC NO. 8 OUTLET
CULVERT REPAIR**

PROJECT NUMBER:
XXXX

SHEET NUMBER
C101

SHEET INDEX: **3**





LEGEND:

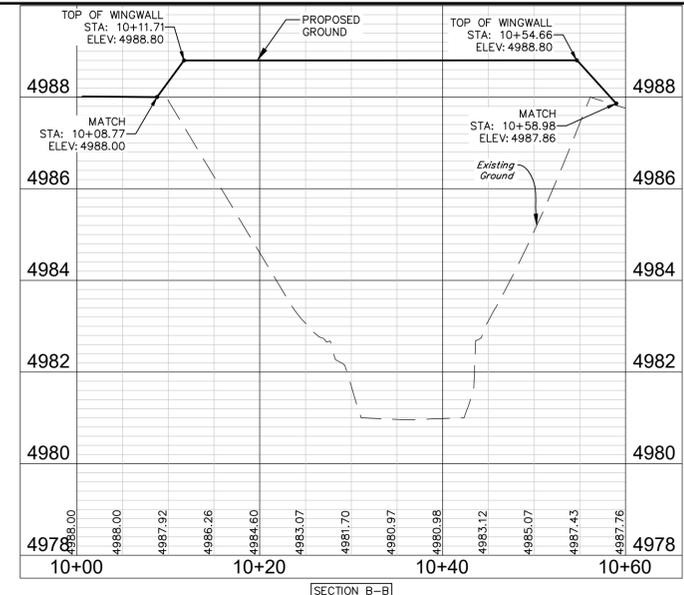
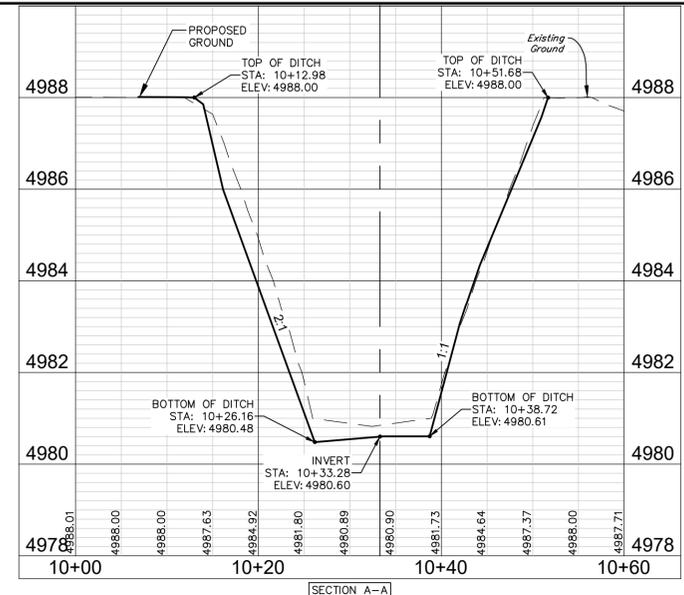
PROPOSED HEAD AND WING WALL	
PROPOSED RIPRAP	
EXISTING WATER	
EXISTING OVERHEAD ELECTRIC	
EXISTING EASEMENT	
PERMANENT EASEMENT	
PROPERTY LINE	
TEMPORARY CONSTRUCTION EASEMENT	
EXISTING DIRT ACCESS	
PROPOSED STORM	
SLOPE	
EXISTING CONTOURS	
PROPOSED CONTOURS	

- NOTES:**
- CONTRACTOR TO REMOVE ALL EXISTING GRAVEL BEDDING. REPLACE WITH CDOT AGGREGATE BASE COURSE CLASS 5 OR HIGHER SPECIFICATION.
 - CONTRACTOR TO COAT EMBEDDED END OF CMP WITH BITUMINOUS CUTBACK TYPE PAINT OR OTHER APPROPRIATE TREATMENT. USE HYDROPHILIC WATERSTOP ALL AROUND.
 - CONTRACTOR TO REMOVE, STORE AND RE-USE EXISTING RIPRAP FROM NEW 3 CONSTRUCTION/RESTORATION AS INDICATED BELOW.

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	
703.10	CLASS A
	FILTER MATERIAL

- NEW CULVERT PIPE TO BE 75-INCH BY 112-INCH CMP ARCH PIPE. THE PIPE SHALL BE 10-GUAGE GALVANIZED STEEL WITH 3-INCH BY 1-INCH CORRUGATIONS. CORRUGATED STEEL SHALL CONFORM TO ASTM A929.
- THE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M36 AND ASTM A760 FOR THE SPECIFIED DIAMETERS AND STRENGTH CLASSES.



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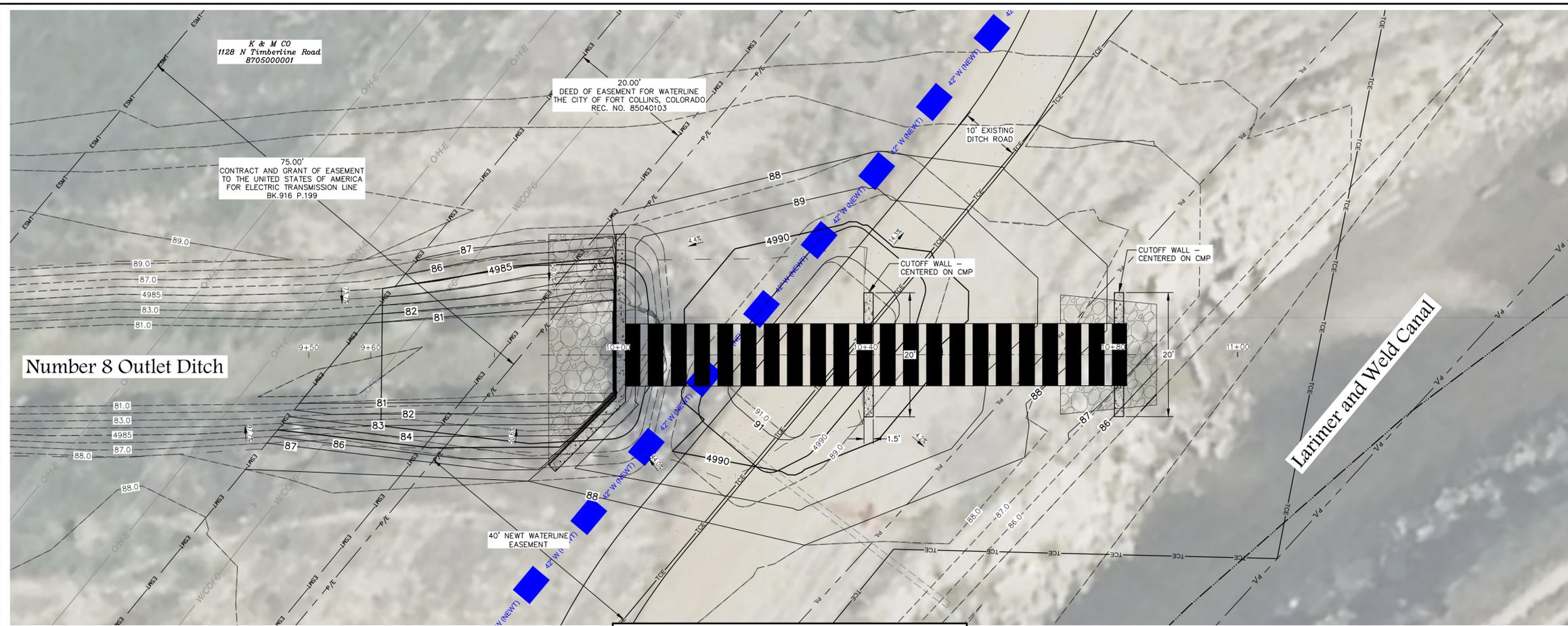


Sheet Revisions	By	Date

SITE AND GRADING PLAN			
DESIGNED BY:	D. Egger	DATE:	January 14, 2026
DRAWN BY:	B. Merril	SCALE:	1" = 10'
APPROVED BY:	D. Egger	FILE NAME:	DS-NEWT Culvert Repair-Site & Grading Plan.dwg

NEW 3 - LWIC NO. 8 OUTLET CULVERT REPAIR

Drawing Name: Z:\Business Focus\PM_CM\East Larimer County Water District (ELCO)\NEW\3\Drawings\CAD\Sheets\DS-NEW\T\Culvert Repair-Culvert-P&P.dwg Wednesday, January 14, 2026 11:26 AM By: Brandon Merrill



LEGEND:

- PROPOSED HEAD AND WING WALL
- PROPOSED RIPRAP
- EXISTING WATER
- EXISTING OVERHEAD ELECTRIC
- EXISTING EASEMENT
- PERMANENT EASEMENT
- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED STORM
- EXISTING DIRT ACCESS

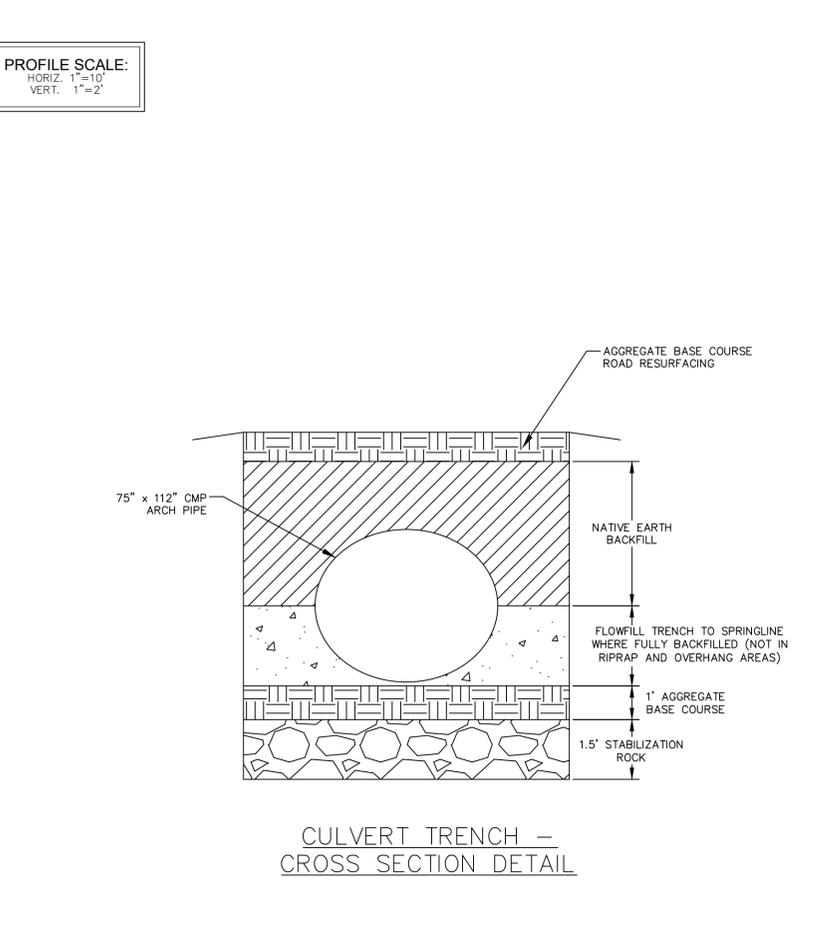
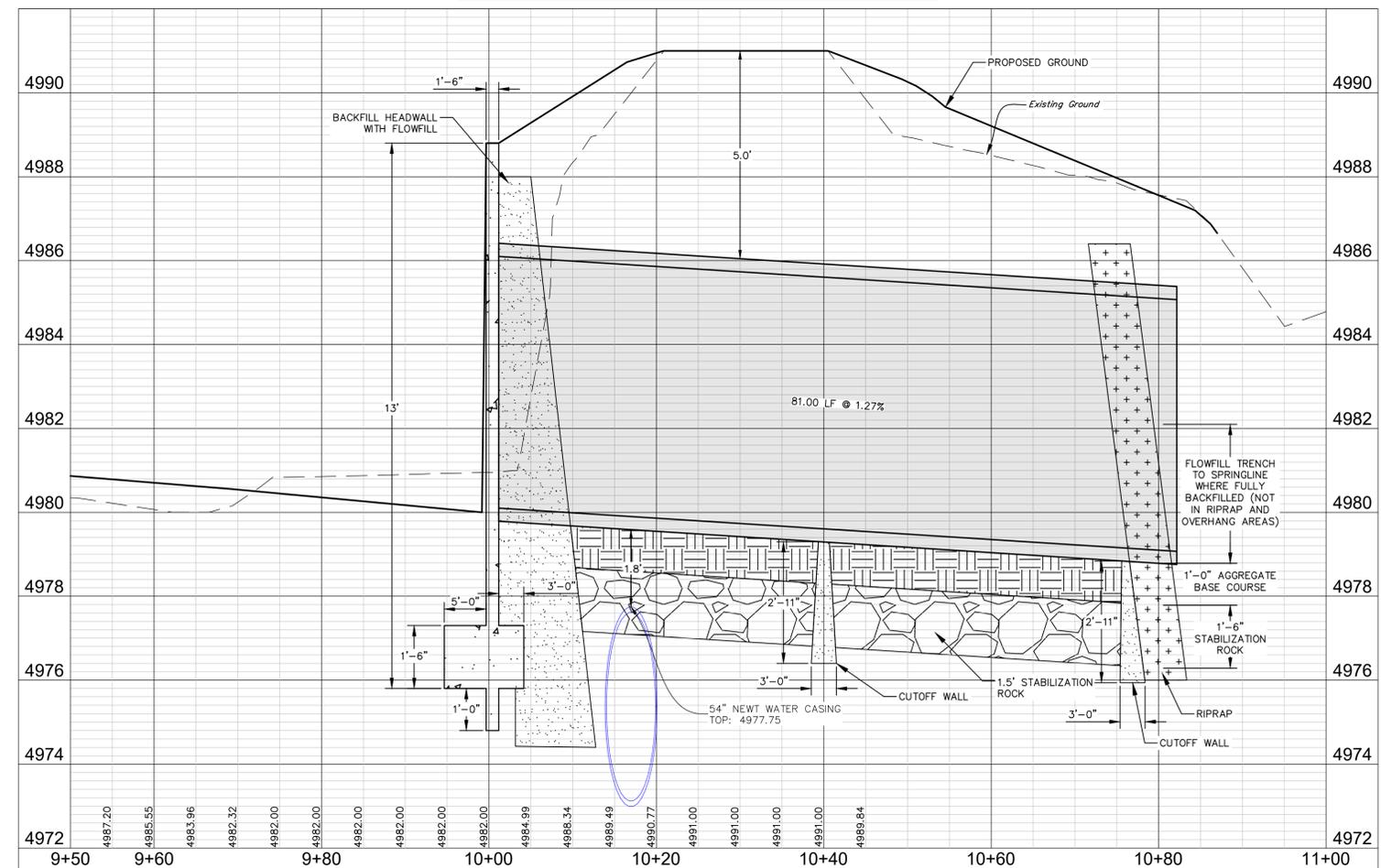
NOTES:

- BACKFILL TRENCH WITH 18" OF FLOWFILL ENCASEMENT AND TO THE SPRINGLINE OF THE CULVERT. SEE SPEC SECTION 31 23 43.9 FOR COLD WEATHER PLACEMENT.
- ALL CMP JOINTS WILL REQUIRE OUTSIDE COUPLER AND INTERNAL POLYURETHANE JOINT SEALANT TO THE CMP.
- CONTRACTOR TO REMOVE STOCKPILE AND REUSE RIPRAP.
- NEW CULVERT TO BE PLACED SO THAT EXIT INVERT MATCHES LOCATION AND ELEVATION OF EXISTING CULVERT INVERT ELEVATION.
- AFTER CULVERT REPLACEMENT, CONTRACTOR TO ONLY USE NEW/APPROVED TRAVEL CORRIDOR.
- CONTRACTOR TO COORDINATE WITH WATER DISTRICTS TO SCHEDULE NEW WATERLINE SHUTDOWN FOR FOOTER EXCAVATION.

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33865
1/14/2026

No.	Revisions:	By:	Date:



CULVERT PLAN AND PROFILE

DESIGNED BY:	DATE:
D. Egger	January 14, 2026

DRAWN BY:	SCALE:
B. Merrill	1" = 10'

APPROVED BY:	FILE NAME:
D. Egger	DS-NEW\T\Culvert Repair-Culvert-P&P.dwg

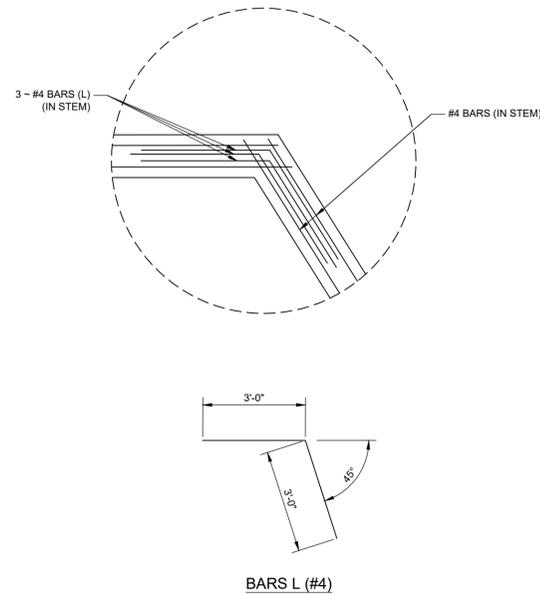
NEW 3 - LWIC NO. 8 OUTLET CULVERT REPAIR

PROJECT NUMBER: XXXX

SHEET NUMBER: **C301**

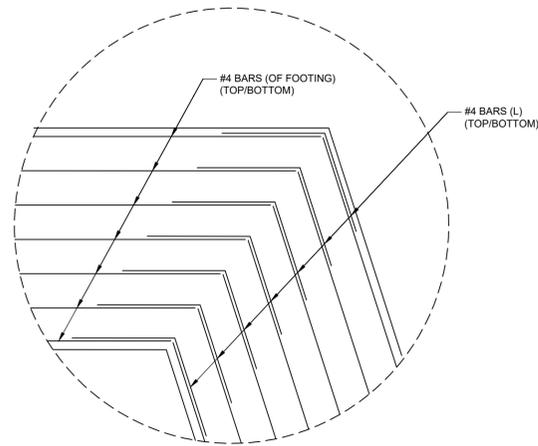
SHEET INDEX: 5

Drawing Name: Z:\Business Focus\PM_CW\East Laramie County Water District (ELCO)\NEW\3 Drawings\CAD\Sheets\DS-NEW\T Culvert Repair-Headwall & General Details.dwg Wednesday, January 14, 2026 8:54 AM By: Brandon Merrell



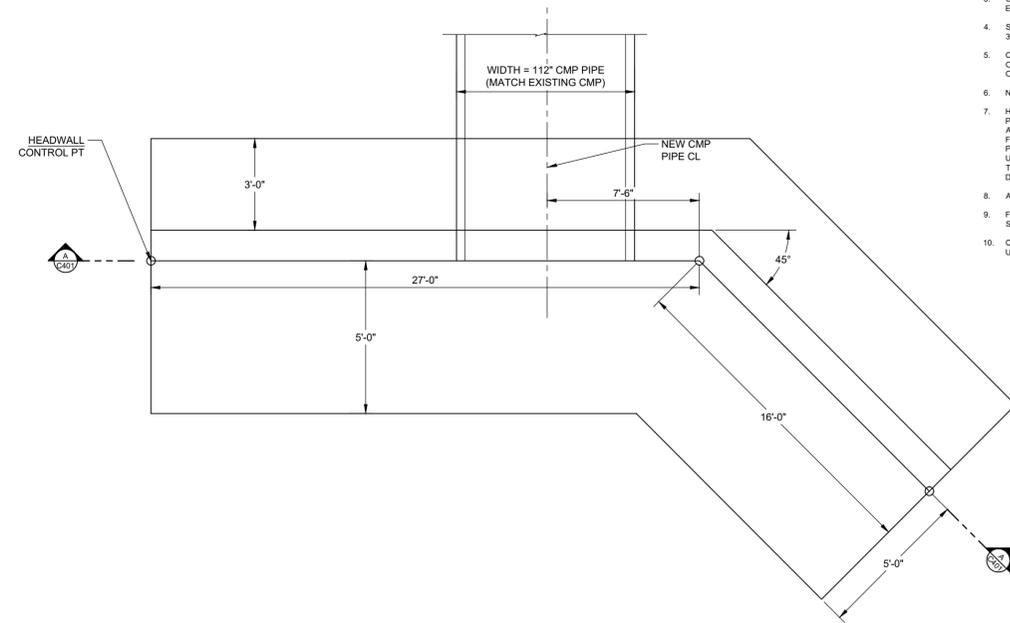
300
C401 **DETAIL A**
CORNER DETAIL IN STEM OF HEADWALL

NOT TO SCALE



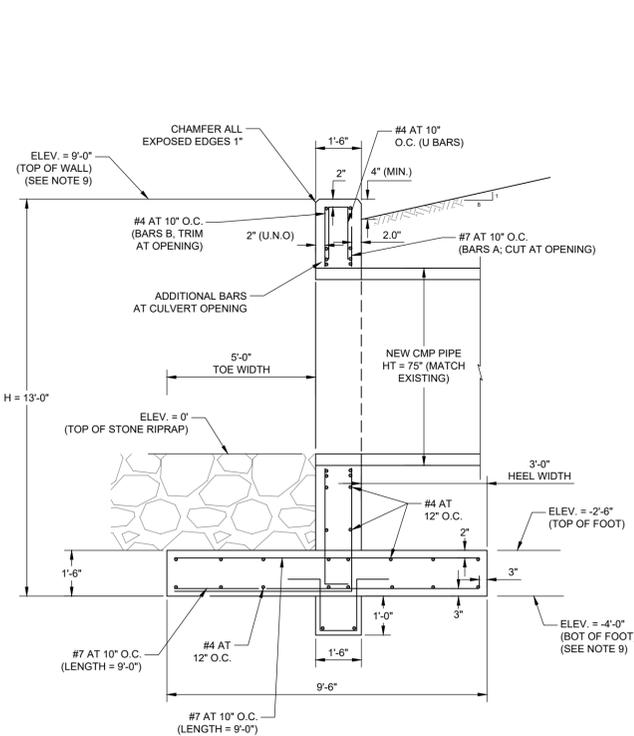
301
C401 **DETAIL B**
CORNER DETAIL OF FOOTING

NOT TO SCALE



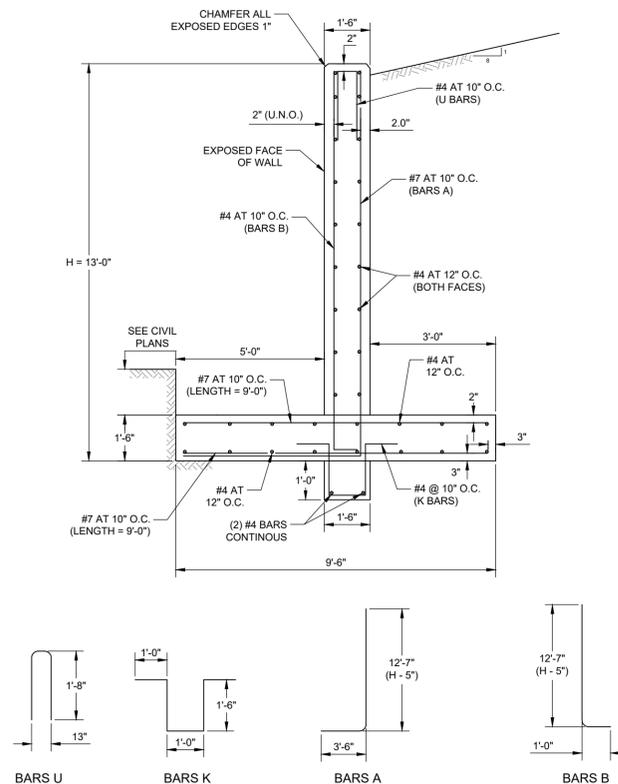
302
C401 **PLAN VIEW - HEADWALL**
(STONE RIPRAP NOT SHOWN IN PLAN VIEW FOR CLARITY PURPOSES)

NOT TO SCALE



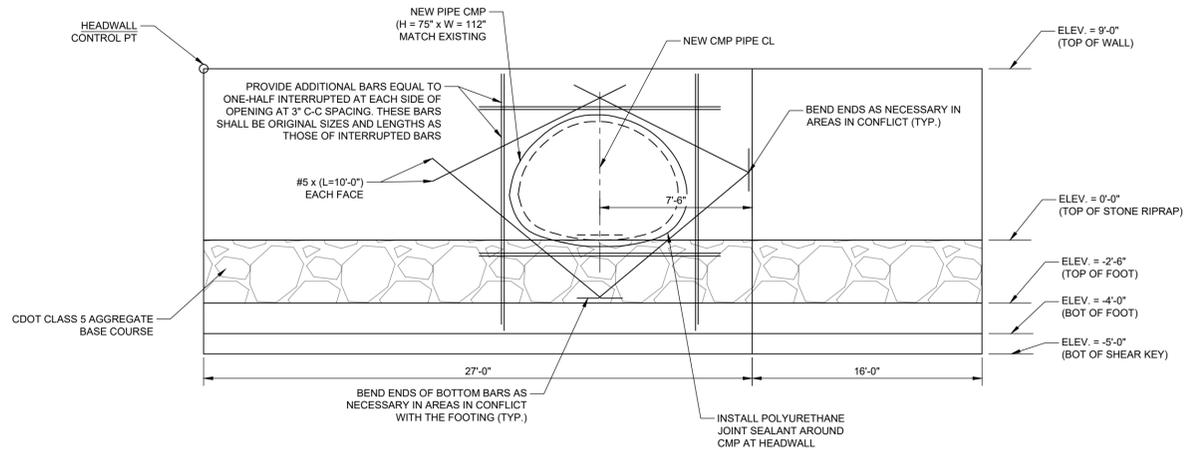
303
C401 **SECTION AT OPENING**

NOT TO SCALE



304
C401 **SECTION AWAY FROM OPENING**

NOT TO SCALE



305
C401 **HEADWALL - ELEVATION A-A**

NOT TO SCALE

- GENERAL NOTES**
- ALL REINFORCEMENT SHALL BE GRADE 60.
 - ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI.
 - CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE EXISTING STRUCTURES DURING CONSTRUCTION.
 - STEEL REINFORCEMENT IN HEADWALL IS BASED ON ACI 318-19.
 - COVER DIMENSIONS ARE CLEAR DIMENSIONS, UNLESS NOTED OTHERWISE (U.N.O.). REINFORCING DIMENSIONS ARE OUT-TO-OUT OF BARS.
 - NO LIVELOAD SURCHARGE IS ASSUMED ON THE 8:1 SLOPE.
 - HEADWALL DESIGN IS BASED ON A RETAINED SOIL PROPERTIES BEHIND HEAD WALL OF 120 PCF DENSITY AND AN ANGLE OF INTERNAL FRICTION OF 30 DEGREES. SOIL BELOW FOUNDATION IS ASSUMED TO HAVE AN ALLOWABLE BEARING PRESSURE OF 2,000 PSF AND A COHESION C OF 250 PSF AND A UNIT WEIGHT OF 120 PCF. SAFETY FACTORS OF 1.5 ARE USED TO CHECK SLIDING AND OVERTURNING STABILITY. WALL IS DESIGNED AS PER ACI 318-19.
 - ALL COVER DIMENSIONS SHOWN ARE CLEAR COVERS.
 - FOR FINAL WALL ELEVATIONS REFER TO CIVIL DRAINAGE SHEETS.
 - CONTRACTOR IS RESPONSIBLE FOR SAFETY OF ALL EXISTING UTILITIES DURING CONSTRUCTION OF PROPOSED HEAD WALL.



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Sheet Revisions	
No.	By/Date

HEADWALL AND GENERAL DETAILS	
DESIGNED BY:	D. Egger
DATE:	January 14, 2026
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NEW T 3 - LWIC NO. 8 OUTLET CULVERT REPAIR	
PROJECT NUMBER:	XXXX
SHEET NUMBER	C401
SHEET INDEX:	6

EXHIBIT D:
Ditesco No. 8 Re-Design
Specifications Packet

PROJECT MANUAL

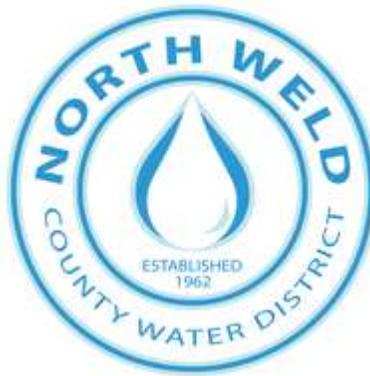
LWIC NO. 8 OUTLET CULVERT REPAIR

FOR

North Weld County Water District

AND

East Larimer County Water District



PROJECT MANUAL
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SECTION 01 11 00 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work covered by contract documents
- B. Work by Owner
- C. Work by others
- D. Contractor use of site and premises
- E. Work sequence
- F. Work restrictions
- G. Spare fittings and pipe
- H. Preservation of trees
- I. Dewatering and contaminated soils
- J. Easements and agreements
- K. Permits and right-of-way
- L. Protection of property
- M. Maintenance of traffic

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project includes the construction of 80 linear feet (LF) of 75-inch by 112-inch corrugated metal pipe (CMP). This pipe serves as a culvert pipe for the Larimer and Weld Irrigation Company (LWIC) Number 8 Outlet Ditch. The project also includes the construction of a headwall in the ditch to protect the outlet from erosion. The work includes all traffic control, dewatering, site grading, restoration, protection of existing waterlines, and ditch restoration.
- B. Surface restoration improvements are comprised of ditch channel restoration, riprap installation, ditch road grading and surfacing, and seeding.
- C. Furnish all materials, equipment, supplies, and appurtenances; provide all construction equipment and tools; and perform all necessary labor and supervision required to complete all surface restoration to current applicable jurisdictional criteria in the areas established in the Contract Drawings.
- D. Coordinate the progress of the Work including coordination between trades, subcontractors, suppliers, public utilities, and Owner to ensure the progress of Work.
- E. It is the intent of this contract that Work proceed in the most expeditious manner possible.

1.3 WORK BY OWNER

- A. None.

1.4 WORK BY OTHERS

- A. None.

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Contractor shall limit all work to dedicated right-of-way and Owner permanent and temporary easements as indicated on the Drawings.
- B. Coordinate use of premises under direction of Engineer and Project Manager.
- C. Assume full responsibility for the protection and safekeeping of products stored on site under this Contract.
- D. Contractor can utilize roadway right-of-way for construction of roadway crossings only. Storage of equipment and materials in roadway right-of-way shall be limited to construction activities and shall be removed immediately upon completion of work associated with roadway crossing.
- E. Move any stored products, under Contractor's control that interfere with operations of the Owner.
- F. Owner has made no provisions for additional Contractor staging and laydown areas. Contractor may make separate arrangements with adjacent or nearby property owners for acquisition of separate temporary easement for Contractor's use at no additional cost to Owner. Provide written agreements along with approved permits and drainage reports to the Construction Manager.
- G. The Contractor, to the fullest extent permitted by Laws and Regulations, shall indemnify and hold harmless the Owner, Engineer, Owner's Representative, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages to the extent caused by or based upon the Contractor's performance of the Work.
- H. The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits and/or approvals from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.6 WORK SEQUENCE

- A. Construct Work in stages to allow for Owner's continuous occupancy and for uninterrupted service. Provide "Detailed Work Plan" for each Phase of the project and for every item of Work on the project as required in Section 01 32 16. Coordinate construction schedule and operations with the Engineer and Owner's Project Manager. Work shall be completed at times acceptable to the Owner. The Contractor shall minimize all outages and shall coordinate with the Owner a minimum of 7 days prior to commencing work.
- B. All work sequences shall afford continuity of service to the Owner's operations which includes water system operations.
- C. Contract times and completion dates. Construction services performed in accordance with the Agreement and specifications are based on the following schedules:
 - 1. Construction Period:

- a. The Contractor shall be substantially complete by February 28th, 2026. The Contractor shall be finally complete within 30 calendar days of substantial completion.
- b. The contractor must meet or exceed the deadlines established within the milestone schedule outlined below.
2. The Contractor is directed to the General and Supplementary Conditions which outline Time of Completion requirements and Liquidated Damages. Substantial and final completion are further defined in Section 01 77 00.
3. Substantial Completion Construction Milestones are defined as the following:
 - a. **Substantial Completion Milestone 1: Transmission Pipeline Installation**
 - 1) Liquidated damages, as defined in the Construction Agreement, will be charged for each calendar day or fraction thereof that expires after **February 28th, 2026** for Substantial Completion Milestone 1.

Substantial Completion Milestone 1 shall be defined as completion of the Work including demolition of existing culvert, installation of the headwall, culvert pipe, ditch grading and restoration, ditch road grading and restoration, riprap installation, all surface repair and restoration to meet or exceed existing conditions.

1.7 WORK RESTRICTIONS

- A. Construction staging and phasing shall be determined by the Contractor subject to review by the Construction Manager. Review by the Construction Manager will be to ensure consistency with other project requirements and work restrictions and will not imply means and methods.
- B. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owners or occupants thereof, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by other dispute resolution proceeding or at law.
- C. Unless approved by the Construction Manager, no more than 200 linear feet of trench may be left un-backfilled per excavation crew area.
- D. Construction of the work shall be limited to Monday through Friday. Work may be performed on Saturdays with written approval from the Construction Manager and Owner. No work shall be performed on Sundays except in the event of an emergency. The Contractor shall limit working hours to 7am – 7pm unless written approval from the Construction Manager is obtained for alternate hours. The Contractor shall limit work days and hours to local jurisdictional regulations as required by right-of-way permits.
- E. The Contractor shall observe the following holidays and shall not schedule work:
 1. New Year's Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day and Thanksgiving Friday
 6. Christmas Day
- F. Final surface restoration shall be completed within 30 days of the completion of pipeline installation through each parcel/property. Control noxious weeds on the pipeline project easements and appurtenances, pursuant to Chapter 15, Articles I and II, of the Weld County Code. These areas shall be protected with appropriate approved Best Management Practices

(BMP) until and pipeline testing is complete and shall be restored within 60 days following successful pipeline testing.

1.8 PRESERVATION OF TREES

- A. The Contractor is responsible for removal of all trees in the permanent and temporary easements as required to construct the work. No trees have been specifically identified for protection or preservation. However, the Contractor shall coordinate with Construction Manager to identify trees that might be protected within temporary easements.

1.9 DEWATERING AND CONTAMINATED SOILS

- A. Contractor shall be responsible for removing any groundwater encountered during construction of any portion of the project. A construction groundwater de-watering permit must be obtained from the Colorado Department of Public Health and Environment (CDPHE).
- B. Contaminated soils are not expected based on field investigation and historical reviews. Due to proximity to oil and gas facilities, though, contaminated soils may be encountered. All handling and disposal of contaminated soils shall conform to federal and State of Colorado regulations.
- C. The Contractor shall designate an Environmental Materials Management Coordinator (EMMC) that has sufficient knowledge and experience to identify suspected contaminated soils, groundwater, or other media within the project area, should they be encountered. If contaminated or potentially contaminated soils are identified, the Contractor shall take the necessary precautions to protect all Contractor personnel, Owner, Owners Advisor, Construction Manager, Engineer, project area and lands.
 - 1. Contractor shall immediately notify the Construction Manager of the potential for contaminated soil.
 - 2. Contractor shall segregate and remove potentially contaminated soil from the site for further disposition, analysis, and removal. Contractor shall replace material removed from the site with acceptable fill.
 - 3. All contaminated soils shall be transported and disposed off-site at a certified Subtitle D landfill under a manifest in accordance with state and federal regulations. Contractor shall retain all copies of all laboratory data, profile approvals, manifests, and bills of lading for any contaminated soils encountered and disposed. Owner shall approve waste disposal profile and disposal facility prior to any disposal.

1.10 EASEMENTS AND AGREEMENTS

- A. The Owner has procured permanent and temporary easements for the construction of the waterlines. Refer to the Construction Drawings for limits of these easements.
- B. The Owner has executed agreements with each property owner for the procurement of the easements. The agreements have specific requirements associated with them. Copies of the agreements can be furnished to the Contractor by request.
- C. The Owner has executed crossing agreements with various utility companies, ditch companies and authorizing jurisdictions. The agreements have specific requirements associated with them. Copies of the agreements can be furnished to the Contractor by request.
- D. The Contractor shall coordinate with the Owner, Construction Manager, and property/utility owner as needed to facilitate property/easement crossings.

1.11 PERMITS AND RIGHT-OF-WAY

- A. Contractor shall be licensed by the AHJ Engineering Department to perform work in the Right-of-Way. Additionally, all subcontractors of the Contractor shall be licensed by the AHJ Engineering Department.
- B. Contractor shall obtain an excavation permit for all work in the Right-of-Way and shall be responsible for coordinating with the AHJ Engineering Department on inspection and closeout of the permit. The Contractor is responsible to apply for and pay all fees associated with the ROW excavation permit.
- C. Comply with all federal, state, and local laws, regulations, codes, and ordinances applicable to the Work.
- D. In general, the Owner will provide full use of premises for construction of improvements. Exceptions shall be identified within the contract documents. Owner reserves the right to limit site access as required for changes in operations.

1.12 PROTECTION OF PROPERTY

- A. Operating facilities, private landowners, utility owners, and ditch companies shall have access to properties and facilities for the duration of construction. Contractor shall coordinate and cooperate with landowners to minimize construction impacts to existing operations to the extent possible.
- B. Protect in place existing septic systems and wells. In the event that septic systems and/or wells are damaged during construction, the Contractor shall be responsible for immediate repair.
- C. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by construction operations. Active, live water, electric, gas, telecommunications and irrigation lines exist adjacent to, and within, the property.
- D. Restore to their original condition, pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, sod, landscaping, and other surface structures affected by construction operations.
- E. Contractor shall install and maintain all necessary stormwater and erosion control management devices.
- F. Use new materials for replacement.
- G. Contractor shall be responsible for all damage to streets, roads, shoulders, ditches, embankments, culverts, irrigation facilities, location or character, which may be caused by transporting equipment, materials, or personnel to or from the Work or any or site thereof, whether by him or his subcontractors.
- H. Make satisfactory and acceptable arrangements with the Owner of, or the agency or AHJ over, any damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.
- I. Always keep fire hydrants and water control valves free from obstruction and available for use.

1.13 MAINTENANCE OF TRAFFIC

- A. Conduct Work to interfere as little as possible with public and school travel, whether vehicular or pedestrian. **Prepare detailed traffic control plans for each phase of the project as required in Section 01 55 26 – Traffic Control.** Traffic control plans shall be prepared in accordance with each AHJ as outlined in Section 1.7 B-F. Plans shall be prepared by a Certified Traffic Control Supervisor and submitted to the AHJ for approval.
 - 1. Whenever it is necessary to cross, close, or obstruct roads, driveways and walks, provide and maintain suitable, ADA compliant, and safe bridges, detours, or other temporary devices for accommodation of private travel.
 - a. Traffic Control Plans shall be submitted for review and approval at least 5 days prior to commencement of scheduled work.
 - b. Owner is not responsible for Contractor's downtime associated with failure to identify closures and compliance with these requirements.
- B. Detour
 - 1. Provide, as required, bridges across trenches, barricades, guardrail approaches, lights, signals, signs, and other devices necessary for protection of the Work and public safety. Provide all weather surfaces that meet ADA requirements for width and travel elements.
 - 2. Provide highly visible pedestrian detours whenever any pedestrian sidewalk or cross walk is impacted by construction activities.

1.14 BARRICADES AND LIGHTS

- A. Protect streets, sidewalks, parking lots and other public thoroughfares which are closed to traffic by effective barricades with acceptable warning signs.
- B. Locate barricades at the street intersecting public thoroughfare on each side of the blocked section.
- C. Provide suitable barriers, signs, and lights to the extent required to adequately protect the public.
- D. Provide similar warning signs and lights at obstructions such as material piles and equipment.
- E. Illuminate barricades and obstructions with warning lights from sunset to sunrise.
- F. Store materials and conduct work to cause the minimum obstruction to the Owner.
- G. Install and maintain barricades, signs, lights, and other protective devices in conformity with applicable statutory requirements, MUTCD guidelines, and the applicable AHJ Traffic Operations Standards.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 31 19 – PROJECT MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General requirements
- B. Preconstruction meeting
- C. Schedule finalization meeting
- D. Progress meetings

1.2 RELATED SECTIONS

- A. Section 01 10 00—Summary of Work
- B. Section 01 32 16—Construction Project Schedules

1.3 GENERAL REQUIREMENTS

- A. Construction Manager will schedule and administer pre-construction meeting, schedule punchlist walk through, regularly scheduled progress meetings, and specially called meetings throughout the progress of the Work
 - 1. Prepare agenda for meetings including items requested by Owner and Contractor.
 - 2. Distribute written notice of each meeting to Owner and Contractor 4 days in advance of regularly scheduled meeting dates.
 - 3. Contractor shall be required to attend specially called meetings as work progresses based on field observations, obtaining additional video footage or for other currently unidentified conditions/concerns of Engineer or Owner.
 - 4. Preside at meetings
 - 5. Record the minutes; include all significant proceedings and decisions
 - 6. Reproduce and distribute copies of minutes within 3 days after each meeting
 - a. To all participants in the meetings
 - b. To Owner
 - c. Furnish copies of minutes to Contractor
- B. Owner may attend meetings.
- C. Representatives of contractors, subcontractors, and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.4 PRECONSTRUCTION MEETING

- A. Engineer will schedule a conference within 10 days after Effective Date of Agreement. The purpose of the conference is to establish working understanding between parties and define the roles of the parties. Additionally, the parties will discuss project schedule, shop drawings, submittals, measurement and payment of major items, workflow of submittal and RFI reviews, applications for payment, and other pertinent subjects to the execution of the work.
- B. Location: Ditesco Fort Collins office or Field
- C. Attendance

1. Owner
2. Engineer and his professional consultants
3. Construction Manager
4. Contractor
5. Others as appropriate

D. Agenda:

1. Execution of Owner - Contractor Agreement.
2. Submission of executed bonds and insurance certificates
3. Distribution of Contract Documents
4. Submission of list of subcontractors and suppliers, list of products, and progress schedule
5. Designation of personnel representing the parties in Contract and the Engineer
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, cost proposal requests, Change Orders and Contract closeout procedures.
7. Construction scheduling and updates.
8. Scheduling activities of other consultants.
9. Critical work sequencing.
10. Major material deliveries and priorities.
11. Procedures for maintaining Record Documents.
12. Use of premises
 - a. Work and storage areas
 - b. Owner's requirements
13. Construction facilities, controls and construction aids.
14. Temporary utilities provided by Owner.
15. All safety and first-aid procedures are responsibility of the Contractor.
16. Security and housekeeping procedures as required by the Owner.
17. Procedures for testing.

1.5 SCHEDULE PUNCH LIST WALK THROUGH

- A. Engineer will schedule at least 10 days before submission of the last Application for Payment
- B. Location: Field
- C. Attendance
 1. Owner's representative
 2. Engineer
 3. Contractor
 4. Others, as appropriate
- D. Suggested Agenda
 1. Review of items remaining to be completed, repaired, or replaced prior to final acceptance and payment.

1.6 PROGRESS MEETINGS

- A. Construction Manager will schedule and administer meetings throughout progress of the Work at weekly intervals or other agreed upon timeframes.
- B. Location of the Meetings: Field or office trailer
- C. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within three days to Contractor, Owner, participants, and those affected by decisions made.

- D. Attendance
1. Owner or Owner's Representative
 2. Engineer, and his professional consultants as needed
 3. Construction Manager
 4. Contractor
 5. Others, as appropriate
- E. Agenda:
1. Review minutes of previous meetings
 2. Review unresolved issues from last meeting
 3. Review of Work progress; **three week look-ahead schedule prepared by the Contractor**
 4. Field observations, problems, conflicts and decisions
 5. Identification of problems which impede planned progress
 6. Review of submittals schedule and status of submittals
 7. Review of off-site fabrication and delivery schedules
 8. Maintenance of progress schedule
 9. Corrective measures to regain projected schedules
 10. Planned progress during succeeding work period
 11. Coordination of projected progress
 12. Maintenance of quality and work standards
 13. Effect of proposed changes on progress schedule and coordination
 14. Other business relating to Work

1.7 WARRANTY MEETINGS

- A. Construction Manager will schedule 11- and 23-month warranty meetings following initial acceptance. Exact meeting time and date will be scheduled two weeks prior to warranty meeting date.
- B. Location: Field
- C. Attendance
1. Owner or Owner's representative
 2. Engineer
 3. Construction Manager
 4. Contractor
 5. Others, as appropriate
- D. Agenda
1. Warranty inspection of the work. Create a list of items to be replaced or repaired during the warranty period. Review service and maintenance contracts and take appropriate corrective action as necessary.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 32 16 – CONSTRUCTION PROGRESS SCHEDULES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements
- B. Format
- C. Content
- D. Progress Revisions
- E. Submittals
- F. Distribution

1.2 RELATED SECTION

- A. Section 01 10 00—Summary of Work
- B. Section 01 29 00—Payment Procedures
- C. Section 01 31 19—Project Meetings
- D. Section 01 33 00 – Submittal Procedures
- E. Section 01 77 00—Close Out Procedures

1.3 REQUIREMENTS

- A. Within 10 days after Effective Date of Agreement, Contractor shall prepare and submit to Engineer and Construction Manager estimated construction progress schedules for the Work, with subcontractor schedules of related activities which are essential to its progress.
- B. Submit to Owner not less than 10 days prior to beginning Work, a “Detailed Work Plan” for each phase of the project. Detailed Work Plans shall include a Traffic Control Plan, Work Phasing plan, critical path construction schedule, and miscellaneous other improvements affecting the District’s interests. Schedule review meeting with Owner and Construction Manager.
- C. Submit revised progress schedules with each pay application.
- D. Construction Manager may require Contractor to add to his equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during construction period.

1.4 FORMAT

- A. General schedule format: Conform to ©Primavera P6, Asta, or Microsoft Project critical path method (CPM) scheduling format or approved equal:

1. Base schedule on work days and regular working hours, Monday through Friday 7:00 A.M. to 7:00 P.M. No work shall be done between the hours of 6:00 p.m. and 7:00 a.m., or at any time on Saturday, Sunday or holidays, except with written permission of the Construction Manager or in case of emergency.

2. Minimum sheet size: 11" x 17"

3. Color format

B. Row (Listings)—Show:

1. Project Title

2. Major areas of construction

3. Construction activities within major areas of construction

4. Provide a separate bar for each construction activity. Bars to be annotated with activity description

5. Critical path activities to be clearly identified by color and lines

6. List in chronological order by start date each major area of construction and then by each construction activity within its respective area of construction

7. Show project start date, finish date, data date, run date, and revision table

8. Contract milestone dates

9. Legend

C. Column (Headings)—Show:

1. Activity ID: Define by number corresponding to major specification sections

2. Activity Description

3. Percent Complete

4. Original Duration

5. Remaining Duration

6. Total Float

7. Early Start

8. Early Finish

9. Time Scale: Identify first day of each week. Allow space for notations.

10. Data date line

1.5 CONTENT

- A. Construction progress schedule—Show:
 - 1. Complete sequence of construction by activity for full length of Contract time.
 - 2. Major areas of construction to include, at a minimum, each separate stage of Work
 - B. Submittals schedule for shop drawings and product data—Show:
 - 1. The dates for Contractor's submittals
 - 2. The dates accepted submittals will be required from Engineer. Extensions of time for delays in submittal approval shall only be allowed as provided in Section 01 33 00.
 - C. Products delivery schedule—Show delivery dates for:
 - 1. All major material procurement and deliveries
- 1.6 PROGRESS REVISIONS
- A. Progress schedules are to be representative of actual construction progress and sequencing of activities. Schedules that do not accurately represent construction progress will be rejected.
 - B. Indicate progress of each activity as of data date.
 - C. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope
 - 2. Activities modified since previous submission
 - 3. Revised projections of progress and completion
 - 4. Other identifiable changes
 - D. Provide narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and impact on schedule
 - 2. Corrective action recommended, and its effect
 - 3. Effect on changes on schedules of other prime contractors
- 1.7 SUBMITTALS
- A. Submit initial schedules within 10 days after award of Contract:
 - 1. Construction Manager will review schedules and return review copy within 10 days after receipt
 - 2. If required, resubmit within 7 days after return of review copy
 - B. Submit revised progress schedules with each Application for Payment.
 - C. At each submission provide one electronic copy.

1.8 DISTRIBUTION

- A. Construction Manager will distribute copies of accepted schedules to:
 - 1. One copy to Owner
 - 2. One copy to Engineer
 - 3. One copy to Contractor to be kept on file at job site
- B. Schedule recipients will report promptly to Engineer and Contractor, in writing, any problems anticipated by projections shown in schedules

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submission of all shop drawings and product data as required by the Contract Documents for all equipment and materials to be furnished under this contract unless specifically indicated otherwise

1.2 RELATED SECTIONS

- A. Section 01 32 16—Construction Progress Schedules
- B. Section 01 45 00—Quality Control
- C. Section 01 77 00—Close Out Procedures

1.3 SUBMITTALS

- A. Shop Drawings—Drawings shall be presented in a clear and thorough manner:
 - 1. Identify details by reference to sheet and detail shown on Contract Drawings
 - 2. Scale and Measurements: Make drawings accurate to a scale with sufficient detail to show the kind, size, arrangement and function of component materials and devices
 - 3. Minimum sheet size: 8-1/2" by 11"
 - 4. Fabrication drawing size: 11" by 17" or 22" by 34"
- B. Product Data—Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models submitted for review
 - 2. Catalog cut sheets: Cross-out or delete irrelevant data
 - 3. Show performance characteristics and capacities
- C. "Certificate of Compliance":
 - 1. Provided by manufacturer or supplier in lieu of submittal data required
 - 2. Certifies that product data or item identified in certificate is in total compliance with Contract Document requirements
 - 3. Specifically identifies project name and that there is no deviation from Contract Documents
 - 4. Identify equipment by reference to equipment name and tag number
 - 5. Identify limits of equipment, materials or work provided
 - 6. Provide for specific product data or item only as indicated herein

- D. Construction Schedule: Designate in the construction schedule, or in a separate coordinated shop drawing schedule, the dates for submission and the dates that reviewed Shop Drawings and Product Data will be needed.

1.4 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings and product data prior to submission for accuracy and completeness of each submission.
- B. Approve and stamp each submission before submitting.
- C. Determine and verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with specifications
- D. Prior to each submission, carefully review and coordinate all aspects of each item being submitted
- E. Verify that each item and the submittal for it conform in all respects with specified requirements of the Work and of the Contract Documents with respect to means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto.
- F. Make submissions promptly in accordance with Construction Schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor.
- G. Notify Engineer in writing, at time of submission, of any deviations in the submittals from Contract Document requirements:
 - 1. Identify and tabulate all deviations in transmittal letter
 - 2. Indicate essential details of all changes proposed, including modifications to other facilities that may be a result of the deviation

1.5 SUBMISSION REQUIREMENTS

- A. The Owner will host a file sharing site and Construction Management Software for all construction management documents. Owner will provide Contractor with necessary software and training. Contractor shall attend training at no additional cost.
- B. Make submissions far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmissions, and for placing orders and securing delivery
- C. In scheduling, allow a minimum of 14 calendar days for review by Engineer following receipt of submission:
 - 1. Time required to electronically submit not considered a part of the review period.

2. In the event that more than ten submissions are made over the course of one week, the Engineer reserves the right to extend the review period at his discretion.
- D. Consecutively number all submissions:
1. Assign a unique number to include all shop drawings, product data and other information required for individual specification sections
 2. Each specification section may still have more than one submittal number for later submissions (i.e., Preliminary O&M Manuals, Final O&M Manuals, etc.)
- E. Number of Submittals Required:
1. Shop Drawings and Product Data: All submittal documentation will be provided, reviewed, and tracked electronically. The Contractor shall furnish PDF documents for Engineer's review.
- F. Accompany each submission with a letter of transmittal showing all information required for identification and checking. Submittals shall contain:
1. Submittal number
 2. Date of submission and dates of any previous submissions
 3. Project title and number
 4. Owner Contract identification number if applicable
 5. The names of
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 6. Identification of the product, with the specification section number
 7. Field dimensions, clearly identified as such
 8. Relation to adjacent or critical features of the Work or materials
 9. Applicable standards, such as ASTM or Federal Specification numbers
 10. Identification of deviations from Contract Documents
 11. Identification of revisions on resubmissions
 12. An 8" by 4" blank space for Contractor's and Engineer's stamps
 13. Stamp cover sheet of each submittal as identified in letter of transmittal
 14. Contractor's stamp: Initialed or signed, certifying review and approval of submittal, verification of products, field measurements and field construction criteria, and

coordination of the information within the submittal with requirements of the Work and of Contract Documents. Use stamp to include wording similar to the following:

<p>This submittal has been reviewed by [<i>name of contractor</i>] and approved with respect to the means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incidental thereto. [<i>Name of contractor</i>] also warrants that this submittal complies with contract documents and comprises no deviations thereto:</p> <p>Section No: _____ Submittal No: _____</p> <p>Date: _____ by: _____</p>
--

G. Submittal Log:

1. Maintain an accurate submittal log for duration of the Work showing current status of all submissions
2. Show submittal number, section number, section title, submittal description dates and disposition of submittal
3. Engineer to create and track submittals using submittal log.

H. Unless specified otherwise, make submissions in groups to facilitate efficient review and approval:

1. Include all associated items from individual specification sections to assure that all information is available for checking each item when it is received
2. Submit a complete initial submittal including all components when an item consists of components from several sources
3. Partial submittals may be rejected as not complying with provisions of the Contract
4. Do not include items from more than one specification section for any one submittal number

I. Contractor may require subcontractors to provide drawings, setting diagrams and similar information to help coordinate the Work, but such data shall remain between Contractor and his subcontractors and will not be reviewed by Engineer unless specifically called for within the Contract Documents.

1.6 DISPOSITION OF SHOP DRAWINGS AND PRODUCT DATA

A. All submittal documentation will be provided, reviewed, and tracked electronically. The Contractor shall furnish PDF documents for Engineer's review. A final annotated electronic copy of the submittal will be returned to the Contractor and noted with review comments as stated in this Section.

B. "Approved As Submitted": Approved with No Exceptions Noted

1. One copy to Owner

2. One copy to Resident Project Representative
 3. One copy retained in Engineer's file
 4. Remaining copies returned to Contractor for his use
 - a. One copy to be kept on file at Contractor's office at job site
 5. No corrections or comments noted on submittal or in transmittal letter
 6. Issues or miscellaneous comments pertaining to other related items of the Work may be included in transmittal letter
 7. Resubmission not required
- C. "Exceptions Noted": Approved with Corrections Noted
1. One copy to Owner
 2. One copy to Resident Project Representative
 3. One copy retained in Engineer's file
 4. Remaining copies returned to Contractor for his use
 - a. One copy to be kept on file at Contractor's office at job site
 - b. Copies of submittal data in operation and maintenance manuals to be revised according to corrections
 5. Comply with corrections or comments as noted on submittal and in transmittal letter
 6. Resubmission not required
- D. "Revise And Resubmit": Incorrect or Specific Information Still Required
1. One copy to Resident Project Representative
 2. One copy in Engineer's file
 3. Copy returned to Contractor for revision and re-submittal
 4. Copy of transmittal letter sent to Owner. An "Approved As Submitted" or "Exceptions Noted" submittal will be forwarded to Owner upon resubmission and review per above disposition requirements.
 5. Submittal is either: incorrectly annotated; specific comments need to be addressed and incorporated in re-submittal; and/or additional information may be required as noted in transmittal letter.
 6. Submitted information may not include or address specific item required per the specification as identified in transmittal letter.
 7. Specific information related to identified item may be required for final approval of submittal.

8. Resubmission of entire submittal may be required or resubmission of specific item may be required as identified in transmittal letter.

E. "Rejected": Returned for Correction

1. One copy to Resident Project Representative
2. One copy in Engineer's file
3. Final annotated copy returned to Contractor
4. Copy of transmittal letter sent to Owner
5. Contractor required to resubmit complete submittal package in accordance with Contract Documents
6. Submittal does not comply with provisions of Contract Documents as noted in transmittal letter
7. Resubmission required

F. "Receipt Acknowledged": For Reference Purposes Only or for Record Copy

1. One copy to Resident Project Representative
2. One copy in Engineer's file
3. One copy to Contractor
4. Detailed review and comment by Engineer not required
5. Resubmission not required

1.7 DISPOSITION OF SAMPLES

A. "Approved As Submitted": Approved with No Exceptions Noted

1. One sample sent to Owner
2. One sample sent to Resident Project Representative
3. One sample retained in Engineer's file
4. Acknowledgment: Copy of transmittal letter sent to Contractor
5. Resubmission not required

B. "Exceptions Noted": Approved with Corrections Noted

1. One sample sent to Owner
2. One sample sent to Resident Project Representative
3. One sample retained in Engineer's file

4. Acknowledgment: Copy of transmittal letter sent to Contractor
 5. Work performed or products furnished to comply with exceptions noted in acknowledgment
 6. Resubmission not required
- C. "Rejected": Returned for Correction
1. One sample retained in Engineer's file
 2. Remaining samples sent to Contractor for re-submittal and compliance with the Contract Documents as noted in transmittal letter
 3. Copy of transmittal letter sent to Owner
 4. Resubmission required
- 1.8 RESUBMISSION REQUIREMENTS
- A. Make any corrections or changes in submittals required by Engineer and resubmit until approved
- B. Transmit each resubmission under new letter of transmittal. Use number of original submittal followed directly by "rev" and a number corresponding to the number of times a submittal is resubmitted (i.e., rev1, rev2, rev3, etc.)
- C. Shop Drawings and Product Data:
1. Revise initial drawings or data and resubmit as specified for the initial submittal
 2. Indicate any changes which have been made other than those requested by Engineer
- 1.9 ENGINEER'S DUTIES
- A. Review submittals with reasonable promptness and in accord with approved submission schedule provided that each submittal has been called for by the Contract Documents and is stamped by Contractor as indicated above:
1. In the event that Engineer will require more than 14 calendar days to perform a submittal review as requested by Contractor, Engineer shall so notify Contractor or indicate so on the submission schedule.
 2. No extensions of time are allowed due to Engineer's delay in reviewing submittals unless all the following criteria are met:
 - a. Engineer has failed to return submittal within 14 days of receipt of the submittal or receipt of said notice of extension, whichever is later
 - b. Contractor demonstrates that delay in progress of the Work was directly attributable to Engineer's failure to return submittal within 14 days.
 3. No extensions of time are allowed due to delays in progress of the Work caused by rejection and subsequent resubmission of data, including multiple resubmissions.
- B. Review drawings and data submitted only for general conformity with Contract Documents:

1. Engineer’s review of drawings and data returned marked “Approved As Submitted” or “Exceptions Noted” does not indicate a thorough review of all dimensions, quantities, and details of material, equipment device or items shown
- C. Assume that no shop drawing or related submittal comprises a deviation to the Contract Documents unless Contractor advises Engineer otherwise in writing which is acknowledged by Engineer in writing:
 1. Consider and review only those deviations from the Contract Documents clearly identified as such in submittal and tabulated in the Letter of Transmittal.
- D. Return submittals to Contractor for distribution or for resubmission
- E. Transmit, unreviewed, to Contractor all copies of submittals received directly from suppliers, manufacturers and subcontractors
- F. Transmit, unreviewed, to Contractor all copies of submittals not called for by the Contract Documents or which have not been approved by Contractor
- G. Affix stamp and indicate approval for submittal or resubmission requirements with the following stamp:

<input type="checkbox"/> Approved As Submitted	<input type="checkbox"/> Exceptions Noted
<input type="checkbox"/> Revise And Resubmit	<input type="checkbox"/> Rejected
<p>This review was performed only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Modifications or comments made on the shop drawings and product data during this review do not relieve contractor from responsibility for compliance with the requirements of the plans and specifications. Approval of a specific item does not include approval of the assembly of which the item is a component. Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences, and procedures of construction; coordination of the work of all trades; and for performing all work in a safe and satisfactory manner.</p>	
Ditesco, LLC	
Date _____ By _____	

1.10 SUBMITTAL SCHEDULE

- A. Unless indicated otherwise, provide all submittals required by individual sections of the Contract Documents to establish compliance with the specified requirements

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 45 00 – QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation
- B. Quality Management
- C. Inspection and testing laboratory services and qualifications
- D. Laboratory duties and limitations of authority of testing laboratory
- E. Contractor's responsibilities
- F. Field testing
- G. Testing and services schedule

1.2 RELATED SECTIONS

- A. Section 01 11 00—Summary of Work
- B. Section 01 33 00—Submittal Procedures
- C. Section 31 00 00—Earthwork
- D. Section 31 23 43 –Trenching, Backfilling, and Compacting
- E. Section 33 05 01—Welded Steel Pipe and Fittings

1.3 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents
- B. Obtain copies of standards when required by Contract Documents
- C. Where specified reference standards conflict with Contract Documents, request clarification for Engineer before proceeding
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Provide copies of written reports for materials as scheduled at the end of this section. Reference each report by respective section number
- C. Laboratory test reports—Provide written reports of each test and inspection to Engineer. Each report shall include:

1. Date issued
 2. Project title and number
 3. Testing laboratory name, address and telephone number
 4. Name and signature of laboratory inspector
 5. Date and time of sampling or inspection
 6. Record of temperature and weather conditions
 7. Date of test
 8. Identification of product and specification section
 9. Location of sample or test in the Project
 10. Type of inspection or test
 11. Results of tests and compliance with Contract Documents
 12. Interpretation of test results when requested by Engineer
- D. Field test reports: Provide reports detailing results of the tests. Indicate compliance or non-compliance with Contract Documents. Identify corrective action for materials which fail to pass field tests
- 1.5 QUALITY ASSURANCE/CONTROL OF INSTALLATION
- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
 - B. Comply fully with manufacturer's instructions, including each step in sequence
 - C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
 - D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship
 - E. Certification of products: Respective sections of specifications
 - F. Laboratory tests required and standards for testing: Respective sections of specifications
- 1.6 INSPECTION AND TESTING LABORATORY SERVICES
- A. Contractor shall employ and pay for the services of an independent testing laboratory to perform all specified services and testing in the technical specifications related to the design of mixes, products and equipment, to Engineer's review of proposed materials and equipment before, during and after incorporation in the Work and to retest materials and equipment which fail original tests:

1. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract

B. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer.

1.7 QUALIFICATION OF LABORATORY

A. Perform all tests to determine compliance with Contract Documents by an independent commercial testing firm acceptable to Owner and Engineer.

B. Testing firm's laboratory: Staffed with experienced technicians, properly equipped and fully qualified to perform tests in accordance with specified standards

1.8 LABORATORY DUTIES

A. Cooperate with Engineer and Contractor; provide qualified personnel after due notice

B. Perform specified inspections, sampling, and testing of materials and methods of construction:

1. Comply with specified standards

2. Ascertain compliance of materials with requirements of Contract Documents

C. Promptly notify Engineer and Contractor of observed irregularities or deficiencies of work or products

1.9 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents

2. Approve or accept any portion of the Work

3. Owner employed laboratory shall not perform any duties of the Contractor

1.10 CONTRACTOR'S RESPONSIBILITIES

A. Subcontract with a certified materials testing firm for all quality control services as required in the respective sections of these specifications.

B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and which require testing

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, asphalt and other material mixes which require control by the testing laboratory

D. Furnish copies of product test reports as required

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested

2. To obtain and handle samples at the project site or at the source of the product to be tested
 3. To facilitate inspections and tests
 4. For storage and curing of test samples
- F. Contract with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested:
1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services to allow for scheduling of tests and laboratory assignment of personnel
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use

1.11 FIELD TESTING

- A. Contractor shall pay all costs associated with field testing of materials and equipment as required in respective sections of the specifications
1. Provide all required materials, labor, equipment, water, and power required for testing
 2. Perform all tests in presence of Engineer or Owner and provide one copy of field test results to Engineer same day of tests
- B. Repair with no additional compensation all materials and equipment which fail during testing

1.12 FIELD TESTING

- A. Field testing shall be provided by the Contractor for, but shall not be limited to, the following:
1. Concrete Paving and Flatwork: Slump, Volumetric Air Content, Compressive Strength (field material testing at time of placement)
 2. Earthwork and Trenching: Compaction, Moisture Content, Proctors, Gradations (field material testing for existing materials on site and imported materials)
 3. Asphalt Paving: Temperature, compacted asphalt density and void content; asphalt content. (Field material testing at time of placement)
 4. Welding Inspection: Visual inspection, non-destructive testing, and other testing methodologies as specified in Section 33 05 01.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heating, ventilating, telephone service, water and sanitary facilities
- B. Construction Facilities: Access roads, parking, progress cleaning, project signage, storage and temporary buildings

1.2 RELATED SECTIONS

- A. Section 01 57 13 – Temporary Erosion and Sediment Control
- B. Section 01 74 00 – Cleaning

GENERAL REQUIREMENTS

- C. Furnish, install, and maintain all temporary utilities to assure continuous service except as allowed herein, and remove on completion of Work. Modify and extend systems as work progress requires.
- D. Furnish, install, and maintain all construction aids required for the Work, except as allowed herein, and remove on completion of the Work.
- E. Furnish, install, and maintain fences and barriers as required for protection of the public, property and the Work.
- F. Contractor shall limit his use of existing roadways and parking lots to only that which are required for completion of Work within this Contract.
- G. Clean and repair damage caused by temporary installations or use of temporary facilities.

1.3 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies
 - 1. Comply with applicable Federal, State, and local rules and regulations, local codes and ordinances.
 - 2. Obtain all necessary permits for temporary accesses, staging areas, parking areas, office and storage facilities, and sanitary facilities as required by Federal, State, and local rules and regulations.
 - 3. Comply with utility company requirements.
 - 4. Comply with ditch company requirements.

1.4 TEMPORARY ELECTRICITY

- A. Contractor shall arrange for and pay all costs associated with power service as required for completion of Work and pay all costs for energy used.

1.5 TEMPORARY LIGHTING

- A. Provide and maintain incandescent lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

1.6 TEMPORARY HEATING

- A. Provide and pay for all temporary heat as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions of the installation of materials and to protect materials and finishes from damage due to temperature or humidity.
- B. Pay all costs of installation, maintenance, operation and removal and for fuel consumed.

1.7 TEMPORARY WATER SERVICE

- A. Temporary water service shall be provided by water truck.
- B. Provide all drinking water required by construction personnel. Pay all costs.

1.8 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide his own sanitary facilities.

1.9 WATER CONTROL

- A. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.10 EROSION AND SEDIMENT CONTROL

- A. Reference Section 01 57 13 – Temporary Erosion and Sediment Control for more specific details.
- B. Install sediment control/silt fencing at site perimeter where necessary to prevent erosion and sedimentation from occurring off site.
- C. During and after site grading, maintain a roughened surface on all disturbed areas to minimize erosion potential.
- D. Construct temporary drainage swales with staked straw bale barriers to control drainage patterns and minimize erosion.
- E. Provide gravel and wire or staked hay bale sediment traps at culvert inlets to prevent siltation.

1.11 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection as required to protect Owners facilities or where specified in individual specification Sections.

- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished driving surfaces, floors, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic from landscaped or sodded areas.

1.12 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

1.13 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition per Section 01 74 00 – Cleaning.
- B. Remove debris and rubbish from remote spaces prior to enclosing the space.
- C. Remove waste materials, debris, and rubbish from site not less than weekly and dispose off-site in accordance with local and state regulations

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 55 26 – TRAFFIC CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General Requirements
- B. Regulatory Requirements
- C. Construction Parking Control
- D. Flagmen
- E. Flares and Lights
- F. Haul Routes
- G. Roadway Usage Between Operations
- H. Traffic Signs and Signals
- I. Barricades
- J. Barriers
- K. Removal

1.2 RELATED SECTIONS

- A. Section 01 11 00—Summary of Work

1.3 GENERAL REQUIREMENTS

- A. Refer to permit requirements in 01 11 00 – Summary of Work for right-of-way use permit requirements for the respective Authorities Having Jurisdiction (AHJ).
- B. Unless otherwise authorized, keep at least one lane of traffic open at all times.
- C. When work is not in progress, keep all traffic lanes open.
- D. Unless otherwise authorized, all traffic lanes shall be open during hours of darkness, weekends, and holidays.

1.4 REGULATORY REQUIREMENTS

- A. Conformance: Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation, or applicable statutory requirements of authority having jurisdiction.
- B. Operations on or about traffic areas and provisions for regulating traffic will be subject to the regulations of respective Authorities Having Jurisdiction AHJ Traffic Operations. The Contractor shall submit a Method of Handling Traffic (MHT) prepared by a certified Traffic Control Supervisor (TCS) to individual AHJ Traffic Operations for approval prior to proceeding with any phases of the work.

1.5 CONSTRUCTION PARKING CONTROL

- A. Contractor is responsible to control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations. Contractor shall be responsible for any and all parking tickets received due to construction operations unless they are issued inside the Contractor's work zone or designated staging area.

1.6 FLAGMEN

- A. Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on parking or traffic lanes.

1.7 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.8 HAUL ROUTES

- A. Coordinate with respective AHJ Traffic Operations to establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

1.9 ROADWAY USAGE BETWEEN OPERATIONS

- A. At all times when work is not actually in progress, make open, passable, and maintain to traffic such portions of the Project and temporary roadways or portions thereof as may be agreed upon between Contractor and respective AHJ Traffic Operations.

1.10 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as Work progresses, to maintain effective traffic control.
- D. Protect all roadways by effective barricades on which warning signs are placed.

1.11 BARRICADES

- A. If required by AHJ Traffic Operations, Contractor shall completely enclose operations with barricades at all times when the site is encumbered by open trenches, other excavations or other obstructions.
- B. Barricades shall be a minimum of six (6) feet high chain link fence and weighted or adequately secured at the base as to prevent easy removal or relocation. Barricades shall only allow one ingress/egress gate. Contractor shall be responsible for monitoring of the gate to prevent access into the area of operations. Equip gates with locks. Barricade locations shall include open or displaced manhole covers/locations to protect pedestrian and bicycle traffic.

- C. Provide additional fencing as required to protect stored materials and products and to ensure public safety.
- D. Provide Owner two (2) keys to lock(s).
- E. Illuminate by means of warning lights all barricades and obstructions from sunset to sunrise.

1.12 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide suitable barriers as required for public protection.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- D. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
- E. Illuminate by means of warning lights all barricades and obstructions from sunset to sunrise.
- F. Relocate barriers as required by progress of construction.
- G. Completely remove barriers, including foundations, when construction has progressed to the point that they are no longer needed.
- H. Clean and repair damage caused by installation, fill and grade the areas of the site to required elevations and slopes and clean the area.

1.13 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 SUMMARY OF WORK

- A. This section covers Work necessary for stabilization of soil to prevent erosion during construction and land disturbing activities. The minimum areas requiring soil erosion and sediment control measures are indicated on the Drawings. Engineer reserves right to modify use, location, and quantities of soil erosion and sediment control measures based on activities of Contractor.

1.2 DEFINITIONS

- A. Soil Erosion Stabilization: Provide erosion control measures on the Project and:
1. In areas where work is accomplished in conjunction with the Project, so as to prevent pollution of water and detrimental effects to public or private property adjacent to the Project.
 2. On ground surfaces exposed during the wet weather conditions.
 3. In areas which will not be subjected to heavy wear by ongoing construction traffic.
 4. In areas of disturbed ground with intermittent construction traffic.
- B. Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution.
- C. Permanent Stabilization:
1. Permanent stabilization methods include, but are not limited to permanent slope stabilization.
 2. Permanently stabilize exposed soil surfaces at finished grades shown on Drawings.
 3. Perform permanent stabilization at each completed excavation and embankment areas except for areas that are scheduled to be re-disturbed.
 4. Incorporate all permanent erosion control features into the project at the earliest practical time.
- D. Erosion Control Measures: All erosion control devices shall conform to the GENERAL Project Drawings, Specifications, and requirements of the Urban Drainage and Flood Control District (UDFCD) Urban Storm Drainage Criteria Manual (as amended), hereon referred to as the "Manual".
- E. Stormwater Control Measures: All stormwater control measures shall conform to the Project Drawings, Specifications, and the Urban Drainage Flood Control District's Urban Storm Drainage Criteria Manuals.

1.3 SUBMITTALS

- A. Shop Drawings: Product Data for the following items:
1. Erosion control rock.
 2. Erosion control mat (temporary or permanent).
 3. Reinforced plastic covering.
 4. Silt fence.
 5. Grouted boulders and riprap.
 6. Wattles.

- B. Informational Submittals: Submit copies of any notifications, authorizations, and permits required to perform work.
 - C. Contractor shall obtain all permits required by the Authority Having Jurisdiction (AHJ) and CDPHE including but limited to the following
 - a. Colorado Discharge Permit (CDP)
 - b. Stormwater Management Plan (SWMP)
 - c. Dewatering Permits
- 1.4 DELIVERY, STORAGE, AND PROTECTION
- A. General: Prevent or reduce the discharge of pollutants to stormwater from all material delivery and storage by minimizing the storage of hazardous materials onsite, storing materials in a designated area, installing secondary containment, conducting regular inspection, and training employees and subcontractors.
- 1.5 SEQUENCING AND SCHEDULING
- A. Install erosion and sediment control devices before starting earth disturbance activities. Subcontractor shall accept responsibility for existing soil and erosion control on the Site.
 - B. Conduct earth-disturbing activities in a manner that effectively reduces accelerated soil erosion and reduces sediment movement and deposition offsite.
 - C. Schedule construction activities to minimize the total amount of soil exposed at any given time.
 - D. Establish temporary or permanent cover on areas that have been disturbed as soon as practical after grading is completed.
 - E. Design and construct temporary or permanent facilities to limit the flow of water to non-erosive velocities for the conveyance of water around, through, or from the disturbed area.
 - F. Remove sediment caused by accelerated soil erosion from surface runoff water before it leaves the site.
 - G. Notify Owner at least 3 days in advance of:
 - 1. Materials delivery.
 - 2. Start of stabilization activity.
- 1.6 MAINTENANCE
- A. Operations:
 - 1. Inspect, repair, and replace as necessary all erosion control measures during the time period from start of construction to completion of construction.
 - 2. Inspect all erosion control devices and disturbed areas a minimum of at least once every 14 days and within 24 hours of each storm event.
 - 3. At no time shall more than 1-foot depth of sediment be allowed to accumulate in any erosion control device.
 - 4. Repair or replace split, torn, slumping, or weathered silt fence. Silt fence shall be removed and replaced every 6 months, or when the sediment reduces design capacity by 50 percent of the filtering capacity.
 - B. Sediment Removal:

1. The Contractor shall each day remove all sediment, mud, construction debris, or other potential pollutants that may have been discharged to, or accumulated as a result of construction activities.
 2. Remove sediment from erosion control devices within 7 days after each storm event or prior to the next anticipated storm event, whichever is earlier. Remove sediment into the grading plan as required to maintain proper operation of devices. The cleaning operation shall not dispose of sediment offsite.
 3. In the event of continuous rainfall over a 24-hour period, or other circumstances that preclude equipment operation in the area, hand carry and install additional sediment controls as approved by the Engineer.
 4. Replace rock filters at least three times a year or when the sediment reduces design capacity by 50 percent the filtering capacity of each BMP facility.
- 2.1 EROSION CONTROL ROCK
- A. Imported 3-inch minus gravel.
 - B. Free from dirt, clay balls and organic material.
- 2.2 EROSION CONTROL MAT
- A. North American Green BioNET SC150BN.
- 2.3 REINFORCED PLASTIC COVERING
- A. Co-extruded, copolymer laminate reinforced with a nonwoven grid of high strength nylon cord submersed in a permanently flexible adhesive media allowing for equal tear resistance in all directions.
 - B. Black in color and ultraviolet stabilized.
 - C. Physical Requirement (Minimum Average Roll Values):
 1. Tear Strength: 130 pounds.
 2. Elongation: 620 percent.
 3. Minimum Thickness: 6 mil.
 - D. Manufacturers:
 1. Reef Industries, Inc., Houston, TX.
 2. Griffolyn Co., Houston, TX.
- 2.4 SILT FENCE
- A. Support Posts: As recommended by manufacturer of filter fabric.
 - B. Fasteners: Heavy-duty wire staples at least 1/2-inch long, as recommended by manufacturer of filter fabric. Attached to post with three or more staples per post.
 - C. Filter Fabric: Polyester, polypropylene, or nylon filaments, woven into a uniform pattern, distinct and measurable openings.
 1. Filaments: Resistant to damage from exposure to ultraviolet rays and heat.
 2. Material Edges: Finish so that, filaments retain their relative positions under stress.

D. In accordance with requirements of Table No. 1:

Table No. 1 - Filter Fabric		
Physical Property	Required Value	Test Method
Weight, pz/sq yd, min.	4	ASTM D3776
Equivalent Opening Size, max.	50-70	U.S. Standard Sieve
Grab Tensile Strength, lb, min. ARV	160	ASTM D4632
Elongation, % max.	40	ASTM D1682
Mullen Burst Strength, psi, min. ARV	175	ASTM D3786
Ultraviolet Radiation Resistance, % Strength Retention	70	ASTM D4355
Flow Rate, gpm/sf, min. ARV	25 to 50	ASTM D4491

E. Manufacturers:

1. Polyfelt, Evergreen, AL.
2. Dupont Co., Wilmington, DE.
3. Mirafi, Inc., Charlotte, NC.

2.5 DUST PALLIATIVE

A. Furnish water free of silts and other matter harmful to the quality of the material it is applied.

2.6 CLEARING LIMIT FENCE

A. Fabric:

1. Ultraviolet stabilized polyethylene, polypropylene, or nylon filaments woven into uniform pattern, with distinct and measurable openings.
2. Minimum Physical Qualities:
 - a. Tensile Yield: Average 2,000 pounds per 4-foot width; ASTM D638.
 - b. Ultimate Tensile Yield: Average 2,900 pounds per 4-foot width; ASTM D638.
 - c. Elongation at Break: Greater than 1,000 percent; ASTM D638.
 - d. Chemical Resistance: Inert to most chemicals and acids.
3. Color: Yellow or orange.
4. Height: 3 feet.
5. Material Edges: Finished in order that filaments retain their relative positions under stress.

B. Posts: Conventional metal "T" or "U" posts.

2.7 STRAW WATTLE

A. Straw wattle consists of certified seed free agricultural straw inside a flexible and durable tubular netting with metal clips or knotted ends. Designed to provide intimate contact with the soil, which prevents blowouts and undermining. All wattles shall have a weighted core to prevent movement.

- B. Straw wattle shall have the following nominal material characteristics:

Property	English	Metric
Product Name	9 in. 12 in. 20 in.	22.9 cm 30.5 cm 50.8 cm
Minimum Diameter	8.5 in. 11.5 in. 19.0 in.	21.3 cm 29.2 cm 48.3 cm
Wattle Density ($\pm 10\%$)	(9 in.) 4.53 lb/ft ³ (12 in.) 3.82 lb/ft ³ (12 in.) 4.24 lb/ft ³ (20 in.) 2.75 lb/ft ³	72.62 kg/m ³ 61.25 kg/m ³ 67.98 kg/m ³ 44.10 kg/m ³
Wattle Dimensions (W x L) ($\pm 10\%$)	9 in. x 12 ft 12 in. x 10.0 ft 12 in. x 15.0 ft 20 in. x 10.0 ft	0.2290 m x 7.620 m 0.3048 m x 3.048 m 0.3048 m x 4.572 m 0.508 m x 3.048 m

- C. Stakes: Stakes shall be wooden, 1-inch wide by 1-inch thick by 18- to 24-inch long. Stakes shall not extend above the straw wattle more than 2 inches.

3.1 GENERAL

- A. Erosion control measures are required during all construction and site disturbance activity and shall remain until permanent site ground covers are in place.
- B. The implementation of the erosion control plan and the construction maintenance, replacement and upgrading the erosion control devices are the responsibility of the Subcontractor until all construction is completed and exposed slopes established and approved. During the construction period, the erosion control devices shall be upgraded for unexpected storm events and to ensure that sediment and sediment laden water do not leave the Site.
- C. Contractor shall use interceptor swales or dikes to prevent existing stormwater runoff from running through the middle of the site and entering excavations.

3.2 VEHICLE TRACKING CONTROL

- A. Provide a graveled vehicle tracking control at each access point between the site and any public or private road or other paved surface.
- B. Place erosion control rock to a minimum thickness of 6 inches.
- C. Minimum dimensions for construction entrances are 50-foot in length by 20-foot width.
- D. Replace erosion control rock for each entrance at least three times a year during the project at times directed by the Engineer to maintain proper function. More frequent applications of rock may be required, and if so, shall be considered as incidental work.

3.3 REINFORCED PLASTIC COVERING

- A. Place on graded areas where erosion of soils cannot be controlled.
- B. Over all temporary stockpiles that are inactive for more than 30 days, or if wind blows dust emissions from the stockpile.
- C. Install in single thickness, strips parallel to direction of drainage. Anchor plastic in 6-inch by 6-inch trench backfilled with compacted native material.
- D. Maintain tightly in place by using sand bags on ropes with a maximum 10-foot grid spacing in all directions.
- E. Tape or weight down full length, overlap seams at least 12 inches.
- F. Remove at final acceptance unless notified otherwise by Owner.

3.4 SILT FENCE

- A. Install prior to starting earth disturbing activities.
- B. Install silt fence along clearing and grubbing limits or as shown on the Drawings. Do not deviate from grade more than 4 inches.
- C. One-piece filter fabric or continuously sewn to make one-piece filter fabric for full height of the fence, including portion buried in the 6-inch deep toe trench.
- D. When joints are necessary, splice filter fabric together only at a support post, with a minimum 6-inch overlap, and securely fasten both ends to support post.
- E. Filter fabric shall not extend more than 30 inches above the ground surface. Securely fasten to upslope side of each support post using ties. Filter fabric shall not be stapled to existing trees.
- F. Take precaution not to puncture filter fabric during installation. Repair or replace damaged area.
- G. Remove silt fence after upslope area has been permanently stabilized. Immediately dress sediment deposits remaining after the sediment fence has been removed to conform to existing grade.

3.5 TEMPORARY SOIL STOCKPILES

- A. Cover temporary soil stockpiles that are inactive for more than 30 days with reinforced plastic covering, as directed in Article Reinforced Plastic Covering.

3.6 DUST CONTROL

- A. Apply appropriate dust control measures 15 to 30 minutes prior to the start of work, during grading and trenching of operations apply dust palliative on a continuous basis to maintain a moist surface, and apply dust palliative at the end of the day to all work areas.
- B. Apply on construction routes and other disturbed areas subject to surface dust movement and where off-site damage may occur if dust is not controlled.
- C. Avoid creating erosion when using water as a dust controller.

- D. Do not apply excessive dust controller to soil to increase the risk of trackout.
- 3.7 PIPE OUTLET PROTECTION (GROUTED BOULDERS AND RIPRAP)
- A. Provide a rock apron immediately downstream at each conveyance discharges that flows onto any disturbed areas of the site.
 - B. Place boulders and riprap to depths as shown.
 - C. Minimum dimensions for apron are as shown.
- 3.8 VEGETATIVE BUFFER
- A. Provide buffer strips of preserved natural vegetation or grass help protect adjacent areas from earth disturbing activities.
 - B. Concentrated flows shall not be directed through a buffer strip; instead, runoff shall be in the form of sheet flow.
 - C. Clearly delineate the boundary of the natural buffer strip area using construction fencing, silt fence, or a comparable technique.
 - D. Tree Protection: Before beginning construction operations, establish a tree protection zone around trees to be preserved by installing clearing limit fences. Allow enough space from the trunk to protect the root zone from soil compaction and mechanical damage, and the branches from mechanical damage. If low branches will be kept, place the fence outside of the drip line. Where this is not possible, place fencing as far away from the trunk as possible.
 - E. Do not allow stockpiles, equipment, trailers or parking within the protected buffer strip or tree protection zone.
- 3.9 STABILIZED CONSTRUCTION ON ROADWAY
- A. The stabilized construction roadway is a clearly designated area where construction equipment and vehicles travel through the site and used to control sediment runoff and dust control.
 - B. Place erosion control rock to a minimum thickness of 6 inches.
 - C. Contractor shall replace erosion control rock at least three times a year or as required during the project at times directed by the Engineer to maintain proper function. More frequent applications of rock may be required, and if so, shall be considered as incidental work.
- 3.10 CONCRETE WASHOUT AREA
- A. The concrete washout shall be installed prior to concrete placement on-site.
 - B. The concrete washout shall not be located within 400 feet of any natural drainage pathway or water body.
 - C. Minimum dimensions for facility as shown.

- D. Remove concrete waste in the washout area, as needed to maintain function or when filled to two-thirds of its capacity. Dress slopes as required to maintain original capacity and function.
- E. Concrete waste shall be removed from the site and disposed in an approved location.
- F. The washout area shall remain in place until all concrete for the project is placed.

3.11 STRAW WATTLE

- A. Straw wattle should be installed to intercept water flow and collect sediment onsite. They may be placed over bare soil or on top of pavement surfaces. Straw waffles shall be installed in a 2-inch trench with the ends of the wattle facing upstream on bare soil.
- B. Straw wattles shall be secured to the subgrade by wood stakes every 3 to 4 lineal feet across the length of the straw wattle. The stakes shall be driven through the center of the straw wattle only and driven into the ground as shown.
- C. Spacing of straw wattle shall be as shown.
- D. Straw wattle shall remain in place until fully established vegetation and root systems are present.

3.12 CLEAN-UP

- A. Sediment trapped in erosion control devices shall be regraded into the slopes on the site. Do not flush sediment-laden water into the drainage system.
- B. After site restoration is complete and when approved by the Engineer, all temporary erosion control measures shall be completely removed. Immediately shape and permanently stabilize areas affected by the removal process.
- C. Silt fence, reinforced plastic covering, and any other erosion control devices shall be disposed off-site to locations that are approved by federal, state, and local authorities.

END OF SECTION

SECTION 01 60 00 – PRODUCT REQUIREMENTS

PART 1 -- GENERAL

1.01 SUMMARY:

- A. This section includes administrative and procedural requirements governing the contractor's selection of products for use in the project.
- B. Related sections: the following sections contain requirements that relate to this section:
 - 1. For the applicability of industry standards to products specified: DIVISIONS 2 Through 48.
 - 2. Section 01 32 16 — Construction Progress Schedules
 - 3. Section 01 33 00 — Submittal Procedures

1.02 DEFINITIONS:

- A. Definitions used in this article are not intended to change the meaning of other terms used in these contract documents, such as "specialties," "systems," "structures," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the work, whether purchased for the project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
 - b. "Foreign products," as distinguished from "domestic products," are items substantially manufactured (50% or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50%) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
 - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the work.
 - 3. "Equipment" is a product with operational or non-operational parts, whether motorized, or manually operated, that may require service connections, such as wiring or piping.

1.03 SUBMITTALS:

- A. Submittal of preliminary procurement schedule is specified in Section 01 32 16 - Construction Progress Schedules.
- B. Submittals for products are specified in section 01 33 00 and in applicable sections of Divisions 2 through 48.

1.04 QUALITY ASSURANCE

-
- A. Source limitations: To the fullest extent possible, provide products of the same kind from a single source.
1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of options: When the contractor is given the option of selecting between two or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each prime contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
 2. If a dispute arises between prime contractors over concurrently selectable, but incompatible products, engineer will determine which products shall be retained and which are incompatible and must be replaced.
- C. Foreign product limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the work:
1. No available domestic product complies with the contract documents.
 2. Domestic products that comply with the contract documents are available only at prices or terms substantially higher than foreign products that comply with the Contract documents.
- D. Nameplates: Except for required labels and operating data, do not attach or imprint Manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
- E. Electronic equipment compliance:
1. Contractor warrants that all equipment, devices, items, systems, software, hardware, or firmware provided shall properly, appropriately, and consistently function and accurately process date and time data including without limitation: calculating, comparing, and sequencing. This warranty supersedes anything in the specifications or other contract documents which might be construed inconsistently. This warranty is applicable whether the equipment, device, item, system, software, hardware, or firmware is specified with or without reference to a manufacturer's name, make, or model number.
- 1.05 TRANSPORTATION AND SHIPMENT:
- A. Shipment preparation:
1. Contractor shall require manufacturers and suppliers to prepare products for shipment in a manner to facilitate unloading and handling, and to protect against damage, deterioration, or unnecessary exposure to the elements in transit and storage. Provisions for protection shall include the following:

- a. Crates or other suitable packaging materials.
 - b. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
 - c. Suitable rust-preventive compound on exposed machined surfaces and Unpainted iron and steel.
 - d. Grease packing or oil lubrication in all bearings and similar items.
- B. Marking: each product item shall be tagged or marked as identified in the delivery Schedule or on submittals. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together, and the packages or bundles are properly tagged or marked.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING:

- A. Deliver, store, and handle products according to the manufacturer's recommendations, Using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage at the site and to prevent Overcrowding of construction spaces. Allow ample time to avoid delays of the work.
 2. Coordinate delivery with installation time to assure minimum holding time for items That are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, And other losses.
 3. Deliver products to the site in an undamaged condition in the manufacturer's original Sealed container or other packaging system, complete with labels and instructions for Handling, storing, unpacking, protecting, and installing.
 4. Inspect products upon delivery to ensure compliance with the contract documents and to ensure that products are undamaged and properly protected. Inspect shipment to assure:
 - a. Product complies with requirements of contract documents and reviewed Submittals.
 - b. Quantities are correct.
 - c. Containers and packages are intact, and labels are legible
 - d. Products are properly protected and undamaged.
 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 6. Store products subject to damage by the elements above ground, under cover in a Weathertight enclosure, and with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's Instructions.
 7. Protect exposed machined surfaces and unpainted iron and steel as necessary with Suitable rust-preventive compounds.
 8. Handle and store steel plate, sheet metal, and similar items in a manner to prevent Deformation.

9. For storage of pipe and other products on easements and rights-of-way in residential and commercial areas, do not exceed the minimum required by scheduled laying Operations, and conform to all requirements of public authorities. Store or place pipe Along roads, set back from shoulder or curb, and at an angle tending to deflect Vehicles if struck. Place or block pipe to preclude its accidental movement.

B. Handling:

1. Provide equipment and personnel necessary to unload and handle products, by Methods to prevent damage or soiling to products, or packaging.
2. Handle by methods to prevent bending or overstressing. Where lifting points are Designated, lift components only at those points.
3. Provide additional protection to surrounding surfaces as necessary to prevent damage

C. Maintenance of storage:

1. Inspect stored products on a scheduled basis.
2. Verify that storage facilities comply with manufacturer's product storage Requirements, including environmental conditions continually maintained.
3. Verify that surfaces of products exposed to elements are not adversely affected; that Any weathering of finishes is acceptable under requirements of contract documents.

- D. Protection after installation: Provide substantial coverings as necessary to protect Installed products from damage from subsequent construction operations. Remove coverings when no longer needed or as specified.

1.07 Existing Equipment and Materials:

A. Products not to be reused:

1. Equipment and materials designated to be removed but not sed or delivered to owner, shall become the property of the contractor and shall be removed from the Site.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION:

- A. General product requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise specified or indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other Devices and details needed for a complete installation and the intended use and effect.
 2. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Continued availability: where, because of the nature of its application, owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard products for Which the manufacturer has published assurances that the products and its parts are likely to be available to owner at a later date.

4. Conform to applicable specifications, codes, standards, and regulatory agencies.
5. Comply with size, make, type, and quality specified, or as specifically approved in Writing by engineer.
6. Manufactured and fabricated products:
 - a. Design, fabricate, and assemble in accordance with the best engineering and Shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be Interchangeable.
 - c. Equipment and materials shall be suitable for service conditions intended.
 - d. Equipment capacities, sizes, and dimensions indicated or specified shall be Adhered to unless variations are specifically approved in writing by engineers.
 - e. Provide labels and nameplates where required by regulatory agencies or to state Identification and essential operating data.
7. Do not use products for any purpose other than those for which they are designed.
8. To the fullest extent possible, provide products of the same kind from a single Source.

PART 3 - EXECUTION

3.01 Installation of products

- A. Comply with manufacturers' instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place except as required for Proper movement and performance and accurately located and aligned with other work.
 1. Obtain and distribute copies of manufacturer's printed instructions and Recommendations if not a part of submittals, containers, or packaging to parties Involved in the installation, including a copy to the construction manager.
 2. Maintain one complete set of instructions at the site during installation and until Completion.
 3. Handle, install, connect, clean, condition, and adjust products in accordance with Such instructions and in conformance with specified requirements. Should job Conditions or specified requirements conflict with manufacturer's instructions, consult with construction manager and engineer for further instructions.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and Deterioration at time of substantial completion.

END OF SECTION

SECTION 01 74 00 – CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General work area conditions during construction
- B. Exterior (site) cleaning

1.2 RELATED SECTIONS

- A. Division 1—General Requirements
- B. Cleaning of certain parts of the work described in various sections of the specifications.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 GENERAL WORK AREAS DURING CONSTRUCTION

- A. Maintain premises free from accumulations of waste and debris caused by work on this project.
- B. Prevent dust nuisance attributable to this work.
- C. Dispose of degradable and non-degradable debris at an approved solid waste disposal site or in an alternate manner approved by Engineer and regulatory agencies.
- D. Repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces.
- E. On completion of work, leave area in a clean, natural looking condition. Remove all signs of temporary construction and activities incidental to construction of required permanent Work.

3.2 EXTERIOR (SITE) CLEANING

- A. Cleaning During Construction:
 - 1. Construction debris:
 - a. Confine in strategically located container(s) covered to prevent blowing by wind
 - b. Remove from work area to container daily
 - c. Haul from site once a week (minimum)
 - 2. Remove soils, sand, and gravel deposited on paved areas and walks daily or more often as required to prevent muddy or dusty conditions.
 - a. Do not flush into storm sewer system

3. Comply with stormwater general permit requirements, and monitor and employ best management practices (BMPs).
- B. Final Cleaning:
1. Remove trash and debris containers from site:
 2. Broom clean paved surfaces
 3. Rake clean other surfaces of grounds
 4. Demobilize all temporary sanitary facilities
- 3.3 FIELD QUALITY CONTROL
- A. During substantial completion walk through or prior to start-up, conduct an inspection with Construction Manager to verify acceptable condition of all work areas.

END OF SECTION

SECTION 01 77 00 – CLOSE OUT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures
- B. Final cleaning
- C. Contractor's closeout submittals
- D. Project record documents
- E. Substantial completion
- F. Final inspection
- G. Final application for payment

1.2 RELATED SECTIONS

- A. Construction Contract
- B. Section 01 50 00—Temporary Facilities and Controls
- C. Section 01 74 00 – Cleaning
- D. Section 01 78 39 – Project Record Documents

1.3 CLOSEOUT PROCEDURES

- A. Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.
- B. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- C. Provide submittals to Engineer/Owner that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Project record documents
 - B. Evidence of payment and waiver of claims: As specified in the Construction Contract.
 - C. Final inspection reports by all regulatory agencies demonstrating the agencies' final approval.
 - D. At Contract close-out, deliver Record Documents to Engineer for the Owner.
 - E. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each Record Document
 - 5. Signature of Contractor or his authorized representative
- 1.6 PROJECT RECORD DOCUMENTS
- A. Provide project record documents under provisions of Section 01 78 39.
 - B. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Reviewed shop drawings, product data, and samples
 - 6. Field test reports
 - 7. Construction photographs
 - C. Store Record Documents and samples separate from documents used for construction.
 - D. Record information concurrent with construction progress
 - 1. Do not conceal any work until required information is recorded
 - 2. Legibly mark to record actual construction
 - E. Specifications and Addenda—Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name, product model, number, trade name and supplies
 - 2. Product substitutions or alternates utilized

3. Changes made by Addenda, field order or change order
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured slope of pipelines.
 2. Surveyed locations of bends, structures, casings, etc.
 3. Line and grade control.
 4. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 5. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 6. Field changes of dimension and detail
 7. Details not on original Contract Drawings
 8. Changes made by Field Order or by Change Order
- G. Submit documents to Engineer with claim for final Application for Payment.
- H. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes
- I. Make documents and samples available at all times for inspection by Engineer.
- J. Label each document "Project Record" in neat, large printed letters.
- 1.7 DELIVERY TO OWNER
- A. At or prior to the time of the inspection for substantial completion, deliver all required items to Engineer.
1. Contractor and representatives of Owner and Engineer shall inspect and inventory all items delivered.
- 1.8 SUBSTANTIAL COMPLETION
- A. Substantial Completion shall not be allowed until each and every component of the project, including surfaces has been completed and approved by the Construction Manager. When Contractor considers the Work to be substantially complete, he shall submit to the Construction Manager:
1. A written notice that the Work or designated portion thereof is substantially complete
 2. A list of items to be completed or corrected
- B. Within a reasonable time after receipt of such notice, Construction Manager will make an inspection to determine the status of completion.
- C. Should Engineer determine that the Work is not substantially complete:

1. Construction Manager will promptly notify the Contractor in writing, giving the reasons therefore
 2. Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to Construction Manager.
 3. Construction Manager will re-inspect the Work.
- D. When Construction Manager finds that the Work is substantially complete, he will:
1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract and when Construction Manager considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.
- 1.9 FINAL INSPECTION
- A. When Contractor considers the Work is complete, he shall submit written certification that:
1. Contract Documents have been reviewed
 2. Work has been inspected for compliance with Contract Documents
 3. Work has been completed in accordance with Contract Documents
 4. Performance testing has been completed in the presence of Owner or Owner's representative
 5. Work is completed and ready for final inspection
- B. Construction Manager and Owner will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Construction Manager consider that the Work is incomplete or defective:
1. Construction Manager will promptly notify the Contractor in writing listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the Work is complete
 3. Construction Manager will re-inspect the Work
- D. When the Construction Manager finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
- 1.10 FINAL APPLICATION FOR PAYMENT
- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 78 36 WARRANTIES AND BONDS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Warranty and bonds requirements.
- B. All work shall be covered under warranty for one (1) year after initial acceptance in accordance with the General and Special Conditions.

1.2 SUBMITTALS

- A. For each item of material or equipment furnished under the Contract:
 - 1. Submit manufacturer's warranty prior to fabrication and shipment of the item from the manufacturer's facility.
 - 2. Submit manufacturer's special warranty when specified.
- B. Provide consolidated warranties and bonds within 15 calendar days of Initial Acceptance.
 - 1. Contents:
 - a. Organize warranty and bond documents:
 - 1) Include Table of Contents organized by specification section number and the name of the product or work item.
 - b. Include each required warranty and bond in proper form, with full information, certified by manufacturer as required, and properly executed by Contractor, or subcontractor, supplier, or manufacturer.
 - c. Provide name, address, phone number, and point of contact of manufacturer, supplier, and installer, as applicable.
 - 2. Hardcopy format:
 - a. Submit 2 copies.
 - b. Assemble in 3 D-side ring binders with durable cover.
 - c. Identify each binder on the front and spine with typed or printed title "Warranties and Bonds," Project Name or Title, and the Name Address and Telephone Number of the Contractor.
 - 3. Electronic copy in PDF format:
 - a. Submit 1 copy.

1.3 OWNER'S RIGHTS

- A. Owner reserves the right to reject warranties.
- B. Owner reserves the right to refuse to accept Work for the project if the required warranties have not been provided.

1.4 RELATIONSHIP TO GENERAL WARRANTY AND CORRECTION PERIOD

- A. Warranties specified for materials and equipment shall be in addition to, and run concurrent with, both Contractor's general warranty and the correction period requirements.
- B. Disclaimers and limitations in specific materials and equipment warranties do not limit Contractor's general warranty, nor does such affect or limit Contractor's performance obligations under the correction period.

1.5 MANUFACTURER'S WARRANTY MINIMUM REQUIREMENTS

- A. Written warranty issued by item's manufacturer.
- B. Project-specific information, properly executed by product manufacturer, and expressly states that its provisions are for the benefit of the Owner.
- C. Covers all costs associated with the correction of the defect, including but not limited to removal of defective parts, new parts, labor, and shipping.
 - 1. When correcting warranted Work that has failed, remove and replace other Work that had been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- D. Provides a timely response to correct the defect.
 - 1. Manufacturer shall provide, in a timely fashion, temporary equipment as necessary to replace warranted items requiring repair or replacement, when warranted items are in use and are critical to the treatment process, as defined by Owner.
 - 2. In the case that Owner has to provide temporary equipment to replace function of warranted item requiring repair or replacement, manufacturer shall reimburse Owner for such costs associated with the temporary equipment.
- E. Warranty shall commence running on the date of Initial Acceptance.
 - 1. For items of Work for which acceptance is delayed beyond Date of Initial Acceptance, submit warranty within 10 calendar days after acceptance, listing date of acceptance as beginning of warranty period.
- F. Duration of Warranty: 1 year following Initial Acceptance.

1.6 WARRANTY WORK

- A. Contractor's responsibilities:
 - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.

- B. Replacement cost:
 - 1. Upon determination that work covered by warranty has failed, replace or rebuild the work to an acceptable condition complying with requirement of the Contract Documents.
 - a. Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether Owner has benefited from the use of the work through a portion of its anticipated useful service life.
- C. Related damages and losses:
 - 1. When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- D. Owner's recourse:
 - 1. Written warranties are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitation on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- E. Reinstatement of warranty:
 - 1. When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement.
 - a. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

1.7 IMPLIED WARRANTIES

- A. Warranty of title and intellectual rights:
 - 1. Except as may be otherwise indicated in the Contract Documents, implied warranty of title required by Laws and Regulations is applicable to the Work and to materials and equipment incorporated therein.
 - 2. Provisions on intellectual rights, including patent fees and royalties, are in the General Conditions, as may be modified by the Special Conditions.
- B. Implied warranties: Duration in accordance with Laws and Regulations.

1.8 BONDS

- A. Equipment bond and other bond requirements as specified in the technical sections.
- B. Bonds commence running on the date of substantial completion.
 - 1. For items of Work for which acceptance is delayed beyond Date of Initial Acceptance, submit warranty within 10 calendar days after acceptance, listing date of acceptance as beginning of bond period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 78 39 – PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Maintenance of record documents. Throughout progress of Work, maintain an accurate record of changes in the Contract Documents and detailed documentation of location of subsurface utilities and, upon completion of Work, transfer recorded changes to set of Record Documents.

1.2 SUBMITTALS

- A. Comply with pertinent provisions under Section 01 33 00.
- B. Engineer's acceptance of the current status of Project Record Documents will be a prerequisite to Engineer's recommendation for payment of progress payments and final payment under the Contract.
- C. Prior to submitting each request for progress payment, secure Engineer's acceptance of the current status of the Project Record Documents.
- D. Prior to submitting request for final payment, submit the final Project Record Documents to Engineer for acceptance.

1.3 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on Contractor's staff acceptable to Engineer.
- B. Accuracy of records:
 - 1. Thoroughly coordinate changes within Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Accuracy of records shall be such that future searches for items shown in the Contract Documents may rely reasonably on information obtained from accepted Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Maintain job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data for Engineer's acceptance.
 - 1. Such means shall include, if necessary in the opinion of Engineer, removal and replacement of concealing materials.

2. In such case, provide replacement to the standards originally required by the Contract Documents.

PART 2 PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job set: Promptly following receipt of Owner's Notice to Proceed, secure from Engineer at no charge to Contractor one complete set of all Documents comprising the Contract.
- B. Final Record Documents: At a time nearing the completion of the Work, secure from Engineer at no charge to Contractor one complete set of prints of all Drawings in the Contract.

PART 3 EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of job set, identify each of the Documents with the title, "RECORD DOCUMENTS—JOB SET"
- B. Preservation:
 1. Devise a suitable method acceptable to Engineer for protecting job set, considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed.
 2. Do not use job set for any purpose except entry of new data and for review by Engineer, until start of transfer of data to final Project Record Documents.
 3. Maintain job set at the site of Work.
- C. Making entries on Drawings:
 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 2. Alternatively, make the change electronically, utilizing a PDF software, with red markings.
 3. Date all entries.
 4. Call attention to the entry by a "cloud" drawn around the area or areas affected
 5. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in pertinent other Documents accepted by Engineer
 1. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items described above.
 - a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
 - b. Show, by symbol or note, the vertical location of the item ("under slab," "exposed," and the like).

- c. Make all identifications so descriptive that it may be related reliably to the Specifications.

3.2 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of final Project Record Documents is to provide factual information regarding all aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Acceptance of recorded data prior to transfer:
 - 1. Following receipt of print copies for Final Record Documents, and prior to start of transfer of recorded data thereto, secure Engineer's acceptance of all recorded data.
 - 2. Make required revisions.
- C. Transfer of data to Drawings:
 - 1. Carefully transfer change data shown on job set of Record Drawings to the corresponding prints, coordinating the changes as required
 - 2. Clearly indicate at each affected detail and other Drawing, a full description of changes made during construction, and the actual location of items to be located.
 - 3. Call attention to each entry by drawing a "cloud" around the area or areas affected.
 - 4. Make changes neatly, consistently, and with the proper media to assure longevity and legibility.
- D. Transfer of data to other Documents:
 - 1. If Documents other than Drawings have been kept clean during progress of Work, and if entries thereon have been orderly and acceptable to Engineer, the job set of those Documents other than Drawings will be accepted as final Record Documents.
 - 2. If any such Document is not acceptable to Engineer, secure a new copy of that Document from the Engineer at Engineer's usual charge for reproduction and handling, and carefully transfer the changed data to the new copy for acceptance by Engineer.
- E. Review and submittal:
 - 1. Submit completed set of Project Record Documents to Engineer as described above and under provisions of Section 01 33 00.
 - 2. Participate in review meetings as required.
 - 3. Make required changes and promptly deliver final Project Record Documents to Engineer.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. Contractor has no responsibility for recording changes in Work subsequent to Final Completion, except for changes resulting from Warranty work.

END OF SECTION

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cast-in-place concrete
- B. Forms
- C. Concrete accessories
- D. Grouting of concrete wall penetrations

1.2 RELATED SECTIONS

- A. Section 03 45 00—Precast Concrete

1.3 REFERENCES

- A. ACI 214—Recommended Practice for Evaluating Compression Test Results of Field Concrete
- B. ACI 301—Structural Concrete for Buildings
- C. ACI 302—Recommended Practice for Concrete Floor and Slab Construction
- D. ACI 304—Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- E. ACI 305/305R—Hot Weather Concreting
- F. ACI 306/306R—Cold Weather Concreting
- G. ACI 308—Standard Practice for Curing Concrete
- H. ACI 309—Standard Practice for Consolidation of Concrete
- I. ACI 315—Manual of Standard Practice for Detailing Reinforced Concrete Structures
- J. ACI 318—Building Code Requirements for Reinforced Concrete
- K. ACI 347—Recommended Practice for Concrete Formwork
- L. ACI SP-66—American Concrete Institute—Detailing Manual
- M. ASTM A82—Cold Drawn Steel Wire for Concrete Reinforcement
- N. ASTM A185—Welded Steel Wire Fabric for Concrete Reinforcement
- O. ASTM A497—Welded Deformed Steel Wire Fabric for Concrete Reinforcement
- P. ASTM A615—Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- Q. ASTM C31—Making and Curing Concrete Test Specimens in the Field

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- R. ASTM C33—Concrete Aggregates
 - S. ASTM C39—Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - T. ASTM C94—Ready-Mixed Concrete
 - U. ASTM C143—Test Method for Slump of Hydraulic Cement Concrete
 - V. ASTM C150—Standard Specification for Portland Cement
 - W. ASTM C171—Sheet Materials for Curing Concrete
 - X. ASTM C260—Air Entraining Admixtures for Concrete
 - Y. ASTM C309—Liquid Membrane-Forming Compounds for Curing Concrete
 - Z. ASTM C494—Chemical Admixtures for Concrete
 - AA. ASTM C618—Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
 - BB. ASTM D994—Preformed Expansion Joint Filler for Concrete (Bituminous Type)
 - CC. ASTM D1190—Concrete Joint Sealer, Hot-Poured Elastic Type
 - DD. ASTM D1751—Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
 - EE. ASTM D1752—Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
 - FF. ASTM D2103—Polyethylene Film and Sheeting
 - GG. CRSI—Concrete Reinforcing Steel Institute—Manual of Practice
 - HH. CRSI 63—Recommended Practice for Placing Reinforcing Bars
 - II. CRSI 65—Recommended Practice for Placing Bar Supports, Specifications and Nomenclature
 - JJ. PS 1—Construction and Industrial Plywood
- 1.4 PERFORMANCE TOLERANCES
- A. Confirm to ACI 301 and ACI 347, as modified herein. In case of conflict, ACI 347 governs over ACI 301
- 1.5 SUBMITTALS
- A. Submit under provisions of Section 01 33 00
 - B. Product Data: Provide sufficient information on products specified to verify compliance with specifications.
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- C. Test Reports:
1. Submit reports of tentative concrete mix design and testing including:
 - a. Slump range on which the design is based
 - b. Total gal of water per cu yd
 - c. Brand, type, composition, and quantity of cement with manufacturer and plant location identified
 - d. Brand, type, composition and quantity of fly ash
 - e. Specific gravity and gradation of each aggregate
 - f. Ratio of fine to total aggregates
 - g. Surface-dry weight of each aggregate per cu yd
 - h. Brand, type ASTM designation, active chemical ingredients and quantity of each admixture
 - i. Air content and tolerance
 - j. Water/cementitious material ratio and tolerance
 - k. Compressive strength based at 7 and 28-day compression tests
 - l. Time of initial set
 2. Submit reports of field quality control testing.
 3. Submit suppliers certified fly ash test reports for each shipment delivered to concrete supplier:
 - a. Physical and chemical characteristics
 - b. Certification of compliance with the specifications
 - c. Signed by Contractor and concrete supplier
 4. Existing data on proposed design mixes are acceptable if certified and complete.

1.6 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Acquire cement and aggregate from same source for all work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Cement and fly ash: Store in moisture proof enclosures, do not use if caked or lumpy.
- B. Aggregate: Store to prevent segregation and inclusion of foreign materials; do not use the bottom 6 inch of piles in contact with the ground.
- C. Reinforcing steel: Store on supports which will keep it from contact with the ground and cover to prevent unacceptable surface corrosion and contamination.
- D. Rubber and plastic materials: Store in a cool place, do not expose to direct sunlight.
- E. Prepare a delivery ticket for each load of ready-mixed concrete.
- F. Truck operator shall hand ticket to on-site field representative at the time of delivery with ticket to show:
 1. Quantity delivered
 2. Actual quantity of each material in batch
 3. Outdoor temp in the shade
 4. Time at which cement was added
 5. Numerical sequence of the delivery
 6. Quantity of water that can be added in the field based on mix design
 7. Free moisture in fine and coarse aggregate in percent by weight
 8. Temperature of batch

PART 2- PRODUCTS

2.1 FORMS

- A. Prefabricated: The Burke Company “Burke Forming System,” Simplex “Industrial Steel Frame Forms”, Symons “Steel-Ply”, Universal “Uniform”, or equal
- B. Plywood: PS 1, waterproof resin-bonded, exterior type Douglas Fir; face adjacent to concrete Grade B or better
- C. Fiberboard: FS LL-B-810, Type IX, tempered, waterproof, screen back, concrete form hardboard
- D. Lumber: Straight, uniform width and thickness: and free from knots, offsets, holes, dents, and other surface defects
- E. Chamfer strips: Clear, white pine, surface against concrete planed
- F. Form coating: The Burke Company “Burke Release #1,” Industrial lubricants “Nox-Crete Form Coating”, L & M “Debond”, Protex “Pro-Cote”, Richmond “Rich Cote”, or equal
- G. Form ties: Removable end, permanently embedded body types with waterstops not requiring auxiliary spreaders, with cones on both ends, embedded portion 1 inch minimum back from concrete face. If not provided with threaded ends, constructed for breaking off ends without damage to concrete. The Burke Company “Burke Penta-Tie System” or equal

2.2 REINFORCING STEEL

- A. Bars: ASTM A615, Grade 60
- B. Welded wire fabric: ASTM A185 or A497
- C. Bar supports: PS 7; CRSI Class B or E, fabricated from galvanized wire having PVC coated legs
- D. Tie wire: 16 1/2 gage or heavier, black annealed wire

2.3 CONCRETE

- A. Cement: ASTM C150, Type I/II, Type IL
- B. Fly ash: ASTM C618, Class C or Class F, except loss on ignition not more than 5 percent
- C. Fine aggregate: Clean, natural sand, ASTM C33; no manufactured or artificial sand
- D. Coarse aggregate: Crushed rock, natural gravel, or other inert granular material, ASTM C33 except clay and shale particles no more than 1 percent. Free of all materials deleteriously reactive with alkalis in the cement in an amount to cause excessive expansion of concrete.
- E. Water: Clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or steel. Provide mixing water free from deleterious amounts of chloride ion for prestressed concrete or for concrete which will contain aluminum embedments including that portion of the mixing water contributed in the form of free moisture on the aggregates.
- F. Admixtures:

1. Acceleration: High range water reducer
2. Retarder: ASTM C494, Type D; Grace “Duratard-HC,” Master Builders “MC-HC”, Protex “Protard”, Sika Chemical “Plastiment”, or equal
3. Plasticizer: ASTM C494, Type A; Grace “WRD A-HC,” Sika Chemical “Plastocrete”, or equal
4. Air entraining agent: ASTM C260; Grace “Darex AEA”, Master Builders “MB-VR”, Protex “AES”, Sika Chemical “AEK”, or equal

2.4 MIXES

- A. Design concrete mix within the limits specified.
- B. Comply with ASTM C94
- C. Cement Content:
 1. Minimum Portland cement, lbs per cu yd for concrete containing a water reducing admixture:

Concrete Slump	1/2"	3/4"	1"
2"	573	545	517
3"	592	564	536
4"	611	583	555

2. Contractor may substitute fly ash for up to 15 percent of cement at a ratio of the specific gravity of cement divided by specific gravity of fly ash.
- D. Water/Cementitious Material (Cement and Fly Ash) Ratio: Less than or equal to 0.45
- E. Slump: 4 inch maximum
 1. As low as possible consistent with proper handling and thorough compaction.
- F. Volume Ratio of Fine to Total Aggregates:

Coarse Aggregate Size	Minimum Ratio	Maximum Ratio
1/2"	0.40	0.55
3/4"	0.35	0.50
1"	0.30	0.46

- G. Initial Set: 5-1/2 hrs after water and cement are added to the aggregates as determined by ASTM C403:
 1. Adjust retarder or accelerator quantities to compensate for temp and job condition variations.
- H. Volumetric Air Content:
 1. Vary air content with maximum aggregate, ASTM C94, Table 3.
 2. 5-8%
- I. Admixtures: Content, batching method, and time of introduction in accordance with the manufacturer's recommendations for compliance with this specification.
 1. Include a water reducing admixture.
 2. Calcium chloride content shall not exceed 0.05 percent of the cement content by weight.
- J. Strength: Compressive strength as determined by ASTM C39

All Concrete:

<u>Age</u>	<u>Minimum Strength</u>
7 days	3,000 psi
28 days	4,500 psi

- K. Consistency: Uniform slump, suitable for the placement conditions with aggregate floating uniformly throughout the concrete mass, flowing sluggishly when vibrated or spaded.
- L. Adjust mix as required to meet specifications.

2.5 FABRICATION

- A. Reinforcing Steel: Accurately formed, fabricated in accordance with ACI 315 and 318 except as specified or indicated on drawings, free from rust, scale and contaminants which will reduce bond.

2.6 SOURCE QUALITY CONTROL

- A. Test the proposed concrete mix for each size and gradation of aggregates and each consistency intended for use in the project.
- B. Aggregates:
 - 1. Sample and test according to ASTM C33
 - 2. Determine bulk specific gravity in accordance with ASTM C127 and C128
- C. Compression tests:
 - 1. Prepare 2 sets of compression test cylinders from each proposed concrete mix, 4 cylinders per set
 - 2. Test 1 set of 4 cylinders at 7 days, the other at 28 days
 - 3. Make, cure and store in accordance with ASTM C192
 - 4. Test in accordance with ASTM C39
- D. Slump test: ASTM C143
- E. Total air content: ASTM C231
- F. Fly Ash: Supplier's chemical composition and physical analysis test
- G. Initial set test:
 - 1. In accordance with ASTM C403
 - 2. Test at 70 F and 90 F ambient
 - 3. Test at 70 F on mix including specific plasticizing and entraining admixtures
 - 4. Test at 90 F on mix including specified retarding and air entraining admixtures
 - 5. Fly ash: Supplier's chemical composition and physical analysis test

2.7 GROUT

- A. Non-Shrink, Non-Metallic Grout: Factory premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents, capable of developing minimum compressive strength of 4000 psi in one day and 8000 psi in 7 days
- B. Epoxy/grout adhesive
 - 1. Two components consisting of a resin and hardener
 - 2. Each component furnished in separate tubes within cartridge

- C. Water: Clean and free from deleterious substances, potable
- D. Manufacturers:
 - 1. Non-Shrink, Non-Metallic Grout
 - a. Master Builders—Masterflow 928
 - b. Burke—Non-Ferrous Non-Shrink
 - c. L & M Inc.—Crystex
 - d. M.R. Meadows—Sealtight 588
 - e. Sonneborn—SonogROUT G.P.
 - f. Tamms—TammsgROUT 621
 - g. Sika—SikaGrout
 - h. Or equal
 - 2. Epoxy/Grout Adhesive
 - a. Master Builders—Concresive 1380
 - b. Hilti —HY-150
 - c. Sika—Sikadur 32 Hi-Mod LPL
 - d. Or accepted substitution

PART 3– EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Section 01 11 00.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement and other items to be case into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 FORMS

- A. Design to produce hardened concrete to the shape, lines, and dimensions indicated on the drawings.
- B. Conform to ACI 347 as modified herein.
- C. Surfaces exposed to view, including weirs:
 - 1. Prefabricated plywood panel forms, job-built plywood forms, or forms lined with plywood or fiberboard.
 - 2. Laid out in a regular and uniform pattern with long dimensions vertical and joints aligned.
 - 3. Produce finished surfaces free from offsets, ridges, waves, and concave or convex areas.
 - 4. Maximum deviation from a true plane: 1/8 inch within 6 feet
- D. Plywood or lined forms are not required for surface normally submerged or not normally exposed to view.
- E. Other type of forms may be used for surfaces not restricted to plywood or lined forms as backing for form lining.
- F. Provide forms above all extended footings; flat segmental forms, 2 foot maximum width, may be used for curved surfaces 25 feet minimum diameter.

- G. Provide polyethylene film to protect concrete from water loss when placing concrete against gravel or crushed rock not containing 25 percent minimum material passing a No. 4 sieve, lap joint 4 inches.
- H. When placing concrete against rock, remove all loose pieces of rock and clean exposed surface with high pressure hose.
- I. Provide substantial forms sufficiently tight to prevent leakage of mortar.
- J. Brace or tie forms to maintain desired position, shape, and alignment during and after concrete placement.
- K. Size and space wailers, studs, internal ties and other form supports so proper working stresses are not exceeded.
- L. Where the top of a wall will be exposed to weathering, stop form on at least 1 side at true line and grade.
- M. Locations to be finished to a specified elevation, slope, or contour, bring form to true line and grade and provide a wooden guide strip at the proper location in the forms for finishing the top surface with a screed or template.
- N. Install form ties on exposed surfaces in uniformly spaced vertical and horizontal rows.
- O. Provide chamfer strips to bevel salient edges and corners and vertically, at even intervals, not exceeding 6 feet in spacing for wall contraction joints or as specified on the drawings.
- P. Do not remove or disturb until concrete has attained sufficient strength to safely support all dead and live loads.
- Q. Maintain forms in place for a minimum of 40 hours for length of curing time in accordance with ACI 306/306R when temperature is 45 F and below.
- R. Remove forms carefully to prevent surface gouging, corner or edge breakage and other drainage.

3.3 REINFORCING STEEL

- A. Accurately position reinforcing steel on supports, spacers, hangers, or other reinforcing steel at maximum intervals of 4 feet on center.
- B. Secure with wire ties or suitable clips. Tie 50 percent of all reinforcement and reinforcement at intersections for wall and floor construction.
- C. Except at contact splices, minimum clear distances between bars, the greater of:
 - 1. Nominal diameter of bars
 - 2. 1.5 times max size of coarse aggregate
 - 3. 3 inch in other locations
- D. Clear distance between bars and forms shall be:
 - 1. 3 inch clear between top bar and non-formed surface
 - 2. 3 inch clear between bar and formed surfaces
- E. Where reinforcement is placed in 2 layers, place bars in upper layer directly above bars in lower layer.

- F. Splices:
 - 1. As specified or indicated on the drawings
 - 2. Splices at other locations will be acceptable, if approved by Engineer
 - 3. Do not weld or tack weld reinforcing steel except where specifically indicated on drawings.
 - 4. Remove and replace steel upon which any unauthorized welding has been performed.
 - 5. When splicing bars in tie beams subject to tensile loading, splice no more than half the bars within a length of 40 bar diameter and hook each spliced bar end 180 degrees.
 - 6. Do not splice bars at a wall joint.
 - 7. Alternate splice locations in walls
- G. Reinforcing area of steel is to be maintained where pipe penetrates through wall. If necessary, tie bars shall be added to maintain area of steel at pipe penetrations.

3.4 TRANSPORTING MIXED CONCRETE

- A. Transporting of mixed concrete shall conform to ACI 305R.
- B. Do not exceed manufacturer's guaranteed capacity of truck agitators. Maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.
- C. Do not incorporate additional mixing water into the concrete during hauling or after arrival at the delivery point, unless ordered by the Engineer. If additional water is to be incorporated into the concrete, revolve the drum not less than 30 revolutions at mixing speed after the water is added and before placing concrete.
- D. Furnish a water measuring device in good working condition, mounted on each transit mix truck, for measuring the water added to the mix on the site by the Engineer.
- E. Provide delivery ticket and comply with delivery requirements of this section.

3.5 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify Engineer not less than 24 hours in advance of the times and places at which contractor intends to place concrete.
- C. Predetermine limits at each pour and place all concrete within limits of pour in one continuous operation.
- D. Rigidly secure forms, reinforcing steel, embedment, and anchor bolts in proper position.
- E. Remove all mud, water, ice, snow, frozen material, and debris from space to be occupied by concrete.
- F. Clean surfaces encrusted with dried concrete from previous concrete operations.
- G. Convey to the point of final deposit by methods which will prevent separation or loss of ingredients.
- H. Place concrete in final position without being moved laterally more than 5 feet.

- I. Place concrete in approximately horizontal layers of proper depth for proper compaction, not more than 2 feet.
- J. Place subsequent layer while the preceding layer is still plastic.
- K. Top finish concrete when thoroughly settled.
- L. Remove all laitance, debris, and surplus water from the tops of the forms by screeding, scraping or other effective means.
- M. Overfill the forms for walls whose tops will be exposed to the weather and screed off the excess after the concrete has settled.
- N. Provide vertical construction joints as required to comply with these requirements.

3.6 COMPACTION

- A. Thoroughly compact concrete during and immediately after placement.
- B. Work concrete around all reinforcements and embedments and into the corners of the forms.
- C. Use mechanical vibrators which will maintain 9,000 cycles per minutes when immersed in the concrete, 1 1/2 hp motor minimum.

3.7 COLD WEATHER CONCRETING

- A. Conform to ACI 306/306R, except as modified herein.
- B. Minimum concrete temp at the time of mixing:

Outdoor Temp at Placement (in shade)	Concrete Temp at Mixing
Below 30 degrees F	70 degrees F
Between 30 degrees F and 45 degrees F	60 degrees F
Above 45 degrees F	50 degrees F

- C. Do not place heated concrete which is warmer than 80 degrees F.
- D. If freezing temp are expected during curing, maintain the concrete temp at or above 50 degrees F for 5 days or 70 degrees F for 3 days with forms in place.
- E. Do not allow concrete to cool suddenly.

3.8 HOT WEATHER CONCRETING

- A. Conform to ACI 305/305R, except as modified herein.
- B. At air temp of 90 degrees F and above keep concrete as cool as possible during placement and curing.
- C. Do not allow concrete temperature to exceed 80 degrees F at placement.
- D. Prevent plastic shrinkage cracking due to rapid evaporation of moisture.

- E. Do not place concrete when the actual or anticipated evaporation rate equals or exceeds 0.2 lbs per square foot per hour as determined from ACI 305, Fig 2.1.4.

3.9 CURING AND PROTECTION

- A. Protect concrete from moisture loss at relatively constant temperature for at least 7 days after placement except that the time period for curing by saturation for concrete being protected from low temp shall be 1 day less than the duration of low temp protection.
- B. Cure concrete by methods which will keep concrete surfaces adequately wet during curing, in accordance with ACI 308.
- C. Maintain rate of temperature change less than 5 F in any one (1) hour period.
- D. Water curing:
 - 1. Begin water saturation as quickly as possible after initial set.
 - 2. Regulate water application to provide complete surface coverage with a minimum runoff.
 - 3. Interrupt the application of water to walls for grout cleaning only over the area being cleaned at the time and do not permit the surface to become dry during such an interruption.
- E. Membrane curing:
 - 1. Membrane curing compound may be used in lieu of water curing on concrete which will not be covered later with mortar or concrete.
 - 2. Spray apply membrane curing compound at not more than:
 - a. General use: 300 sf per gal recommended
 - 3. Cover unformed surfaces within 30 minutes of final finishing.
 - 4. If forms are removed before the end of the curing period, immediately apply curing compound to the formed surface before they dry out.
 - 5. Protect curing compound against abrasion during the curing period.
- F. Film curing:
 - 1. Polyethylene sheeting may be used in lieu of water curing on concrete which will be covered or hidden from view.
 - 2. Begin film curing as quickly after initial set of the concrete as possible.
 - 3. Completely cover the surfaces with polyethylene sheeting.
 - 4. Overlap the sheeting edges for sealing and anchorage.
 - 5. Seal joints between sheets.
 - 6. Promptly repair tears, holes, and other damage.
 - 7. Anchor covering continuously at edges and on the surfaces as required to prevent billowing.

3.10 DEFECTIVE CONCRETE

- A. "Defective Concrete" is defined as concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Repair defects in formed concrete surfaces within 24 hours of removing forms.
- D. Replace defective concrete within 48 hrs.
- E. Cut out and remove to sound concrete honeycombed or otherwise defective concrete.

- F. Cut edges square to avoid feathering.
- G. Comply with Chapter 9, ACI 301.
- H. Perform repair work so as not to interfere with thorough curing of adjacent concrete.
- I. Adequately cure repair work.

3.11 FINISHING FORMED SURFACES

- A. Remove fins and other surface projections from all formed surfaces except exterior surfaces that will be in contact with earth backfill and are not specified to be dampproofed.
- B. Use a power grinder, if necessary, to remove projections and provide a flush surface.
- C. Remove fins and fill tie hole on surfaces exposed to view:
 - 1. Clean, dry and fill tie holes with non-shrink grout.
 - 2. Finish flush to match the texture of adjacent concrete.
- D. Grout cleaning under provisions of Chapter 10, ACI 301:
 - 1. Grout clean surfaces exposed to view to produce a smooth uniform surface free of marks, voids, surface glaze and cement dust.
 - 2. Use nonshrink grout mix with bonding agent. Dampen surface and apply with cork or rubber float.

3.12 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with ACI 301.
- B. The Owner shall pay for all field and compressive strength tests to determine compliance of concrete materials in accordance with the specifications.
- C. Field Control Test:
 - 1. Tests by ACI certified technician.
 - 2. Make tests in presence of Engineer.
 - 3. Provide all equipment, supplies, and the services of one or more employees, as required.
 - 4. The test frequencies specified are minimum. Additional tests may be performed as required by the job conditions.
- D. Slump: Test a sample from each truck load in accordance with ASTM C143 if requested by Engineer and when making test cylinders.
- E. Air Content: Test a sample from each truck load if requested by Owner and when making test cylinders.
- F. Compression Tests:
 - 1. Make one set of 5 cylinders each day.
 - 2. Test one cylinder at 7 days, three cylinders at 28 days, and one cylinder at 56 days, in each set, unless otherwise directed by the Engineer.
 - 3. Engineer will evaluate in accordance with ACI 214 and 318.
 - 4. Make, cure, store, and deliver cylinders in accordance with ASTM C31.
 - 5. Test in accordance with ASTM C39.

6. Mark or tag each set of test cylinders with the date and time of day the cylinders were made, the location in the work where the concrete represented by the cylinders was placed, the delivery truck or batch number, the air content, and the slump.

G. Storage Facilities for Concrete Test Cylinders:

1. Including water necessary, a specially prepared box with high-low thermometer and thermostatically controlled heating devices in accordance with ASTM C31.

H. Failure of Test Cylinder Results:

1. Upon failure of 28-day test cylinder results, the Engineer may require the Contractor, at his expense, to obtain and test at least three 4-inch diameter cored samples from area in question.
2. Concrete will be considered adequate if average of three core tests is at least 85 percent of, and if no single core is less than 75 percent of, the specified 28-day strength.
3. In the event an area is found to be structurally unsound, the Engineer may order removal and replacement of concrete as required. The cost of the core tests and removal and replacement of defective concrete shall be borne by the Contractor.
4. Fill all core holes as specified for repairing defective concrete.

3.13 GROUT APPLICATION PREPARATION

A. Non-Shrink, Non-Metallic Grout

1. Clean concrete surface to receive grout
2. Cold weather conditions
 - a. Warm concrete, substrate and base plate to 40 deg F, or above; store grout in warm area
 - b. Follow manufacturer's recommendations for cold weather application
3. Hot weather conditions
 - a. Use cold mixing water and cool base plate if possible; store grout in cool area
 - b. Follow manufacturer's recommendations for hot weather application
4. Apply to clean, sound surface
5. Apply latex bonding agent to hardened concrete, mix-in-grout, or as directed by Engineer

B. Epoxy Grout Adhesive: Apply only to clean, dry, sound surface

3.14 GROUT APPLICATION

A. Non-Shrink, Non-Metallic Grout

1. Mix in a mechanical mixer
2. Use no more water than necessary to produce flowable grout
3. Place in accordance with manufacturer's instructions
4. Completely fill all spaces and cavities
5. Where exposed to view finish grout edges smooth
6. Except where a slope is indicated on the drawings, finish edges flush at the bedplate, member or piece of equipment
7. Protect against rapid moisture loss by immediately covering with wet rags and polyethylene sheets or curing compound
8. Maintain the temperature at a minimum of 40 deg F until grout reaches 3000 psi
9. After placement of grout, eliminate excessive external vibration

B. Epoxy/grout adhesive

1. Drill hole to proper diameter and depth
2. Clean hole removing all debris
3. Dispense adhesive into hole

4. Insert dowel or threaded rod, slowly turning during insertion
5. Obtain manufacturer's field technical assistance as required to insure proper placement

END OF SECTION

SECTION 07 92 21 – PRECAST CONCRETE JOINT SEALER

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: precast concrete joint sealer such as for manholes and vaults.

1.2 REFERENCES

- A. American Association of State Highway And Transportation Officials (AASHTO):
 1. M198 - Standard Specification for Joints for Concrete Pipe, Manholes, And Precast Box Sections Using Preformed Flexible Joint Sealants.

1.3 SUBMITTALS

- A. Product data.
- B. Manufacturer's installation instructions.

PART 2 PRODUCTS

2.1 PRECAST CONCRETE JOINT SEALER

- A. In Accordance with AASHTO M198:
 1. Manufacturers: one of the following or equal:
 - a. HENRY CO., RAM-NEK.
 - b. J-K POLYSOURCE, INC., POLYSEAL.
- B. Physical properties: As follows:
 1. Hydrocarbon content: 50 to 70 percent.
 2. Inert mineral filler: 30 to 50 percent by weight.
 3. Volatile matter: 2.0 to 3.0 percent by weight lost when heated for 5 hours at 325 degrees Fahrenheit.
 4. Specific gravity: 1.20 to 1.35 at 77 degrees Fahrenheit.
 5. Ductility: 5.0 at 77 degrees Fahrenheit.
 6. Softening point: 320 degrees Fahrenheit.
 7. Sag or flow: none.
 8. Chemical resistance: no reaction when exposed for 30 days by 5 percent sulfuric acid, potassium hydroxide, caustic potash, and hydrochloric acid; and saturated hydrogen sulfide solution.

2.2 RELATED MATERIALS

- A. Precast concrete joint sealer primer: as recommended by precast concrete joint sealer manufacturer.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean surface of dust, dirt, and other foreign matter including frost, snow, and ice. Proceed when surfaces are clean and dry.
- B. Apply primer on joints of horizontally placed concrete pipe and precast box sections.

3.2 INSTALLATION

- A. Place single coils of sealant on shoulder of grooves or recesses.
- B. Press against joint surface and remove plastic separator.

END OF SECTION

SECTION 31 00 00 – EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Loosening, excavating, filling, grading, borrow, hauling, preparing subgrade, compacting in final location, wetting and drying, and operations pertaining to site grading for utilities, buildings, basins, reservoirs, boxes, roads, and other facilities.
2. Backfilling and compacting under and around structures.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO):

1. Standard Specifications for Highway Bridges.

B. ASTM International (ASTM):

1. D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand Cone Method.
2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
3. D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

- A. Backfill adjacent to structure: Backfill within volume bounded by the exterior surfaces of structure, the surface of undisturbed soil in the excavation around structure, and finish grade around structure.
- B. Embankments: Dikes, levees, berms, and similar facilities.
- C. Excavation: Consists of loosening, removing, loading, transporting, depositing, and compacting in final location, wet and dry materials, necessary to be removed for purposes of construction of utilities, structures, ditches, grading, roads, and such other purposes.

1.4 QUALITY ASSURANCE

- A. Initial compaction demonstration:

1. Adequacy of compaction equipment and procedures: Demonstrate adequacy of compaction equipment and procedures before exceeding any of following amounts of earthwork quantities:
 - a. 50 cubic yards of trench backfill.
 - b. 100 cubic yards of embankment work.
 - c. 100 cubic yards of fill.
 - d. 50 cubic yards of roadway base material.
 - e. 100 cubic yards of road fill.
 2. Compaction sequence requirements: Until specified degree of compaction on previously specified amounts of earthwork is achieved, do not perform additional earthwork of the same kind.
 3. After satisfactory conclusion of initial compaction demonstration and at any time during construction, provide confirmation tests as specified under "FIELD QUALITY CONTROL."
- B. Contractor shall perform work related to this Section in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP).

1.5 SEQUENCING AND SCHEDULING

- A. Schedule earthwork operations to meet requirements specified in this Section for excavation and uses of excavated material.
- B. If necessary, stockpile excavated material in order to use it at specified locations.
- C. Excavation, backfilling, and filling: Perform excavation, backfilling, and filling during construction in manner and sequence that provides drainage at all times.
- D. Unless approved by the Engineer, no more than 200 linear feet of trench may be left un-backfilled per excavation crew area.

PART 2 PRODUCTS

2.1 DESIGN AND PERFORMANCE CRITERIA

- A. Performance requirements:
 1. Where mud or other soft or unstable material is encountered, remove such material and refill space with stabilization material. Place stabilization fabric between stabilization material and pipe bedding. Refer to the geotechnical report for stabilization rock requirements.

2. Obtain acceptable import material from other sources if surplus obtained within Project site does not conform to specified requirements or are not sufficient in quantity.
3. No extra compensation will be made for hauling of fill materials nor for water required for compaction.

2.2 MATERIALS

- A. Water for compacting: Use water from source acceptable to Engineer.
- B. Soil and rock materials:
 1. General:
 - a. Provide materials referenced in Section 31 23 43 and where specified or indicated on the Drawings.
 - b. If suitable surplus materials are available, obtain native material and select material from cut sections or excavations or imported materials.
 2. Aggregate base course, gravel, native material, sand, stabilization rock, CLSM materials: As specified in Section 31 23 43.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of conditions:
 1. Character and quantity of material:
 - a. Verify character and quantity of rock, gravel, sand, silt, water, and other inorganic or organic materials to be encountered in work to be performed.
 - b. Determine gradation, shrinkage, and swelling of soil, and suitability of material for use intended in work to be performed.
 - c. Determine quantity of material, and cost thereof, required for construction of backfills, cuts, embankments, excavations, fills, and roadway fills, whether from onsite excavations or imported materials. Include in cost of work to be performed.
 - d. Include wasting of excess material, if required, in cost of work to be performed.

3.2 PREPARATION

- A. Backfills:

1. After clearing and excavation are completed, scarify entire areas that underlie backfills or structures to a depth of 6 inches and until surface is free of ruts, hummocks, and other features that would prevent uniform compaction by equipment to be used.
 2. Recompact scarified areas to density specified before placing backfill material or concrete.
 3. If foundation areas have cemented rock, cobbles, or boulders, do not scarify the top 6 inches prior to compaction. Moisten the native soil and compact the coarse fill as specified in this Section.
 4. Do not place backfill against walls until:
 - a. Walls have been cast full height of structure and concrete has reached the specified strength.
 - b. Connecting slabs and beams have been cast, and concrete has reached the specified strength.
 5. Prior to backfilling:
 - a. Remove forms.
 - b. Clean trash and debris from the excavation site.
 6. After inspection of foundation, walls, and pipes, place backfill symmetrically around structures to prevent eccentric loading of structures.
- B. Embankments:
1. After clearing is completed, scarify entire areas that underlie embankments to a depth of 6 inches and until surface is free of ruts, hummocks, and other features that would prevent uniform compaction by equipment to be used.
 2. Recompact scarified areas to density specified for embankments before placing of embankment material.
 3. If embankment areas have cemented rock, cobbles, or boulders, do not scarify the top 6 inches prior to compaction. Moisten the native soil and compact the coarse fill as specified in this Section.
- C. Fills:
1. After clearing is completed, scarify entire areas that underlie fill sections or structures to a depth of 6 inches and until surface is free of ruts, hummocks, and other features that would prevent uniform compaction by equipment to be used.

2. Recompact scarified areas to density specified for compacted fills before placing of fill material or concrete.
3. If fill areas have cemented rock, cobbles, or boulders, do not scarify the top 6 inches prior to compaction. Moisten the native soil and compact the coarse fill as specified in this Section.

D. Roadway fills:

1. After clearing is completed, scarify entire areas that underlie roadway fills to a depth of 6 inches and until surface is free of ruts, hummocks, and other features that would prevent uniform compaction by equipment to be used.
2. Recompact scarified areas to density specified for roadway fills before placing of roadway fill material.
3. If roadway fill areas have cemented rock, cobbles, or boulders, do not scarify the top 6 inches prior to compaction. Moisten the native soil and compact the coarse fill as specified in this Section.
4. Contractor to follow all roadway fill requirements specified within the Contract Documents and in accordance with the requirements determined by local jurisdiction (City, Town, County, etc.).

E. Sloped surfaces for fill or foundations:

1. Foundations for fill having slopes in excess of 1 vertical to 4 horizontal:
 - a. Bench or terrace to adequately key existing ground and fill built thereon.
2. Slopes of original hillsides and old fills: Bench minimum of 10 feet horizontally as fill is placed.
3. Provision of new benches:
 - a. Start new bench wherever vertical cut of next lower bench intersects existing grade.
 - b. Recompact material thus cut out along with new embankment material at no additional cost to the Owner.

3.3 INSTALLATION

A. General:

1. Dispose of excavated materials that are not required or are unsuitable for fill and backfill in lawful manner.

2. Dispose of surplus material on private property only when written permission agreement is furnished by owner of property. Submit copies of such agreements.
 3. Rocks, broken concrete, or other solid materials larger than 3 inches in greatest dimension: Remove from project site at no additional cost to the Owner.
 4. Stabilization of subgrade: Provide materials used, or perform work required, to stabilize subgrade so it can withstand loads that may be placed upon it by Contractor's equipment.
- B. Borrow area: There is no borrow area on Project site.
1. Where material is required, import material from source located off Project site selected by the Contractor and subject to acceptance by the Engineer.
 2. There will be no additional cost to the Owner for use of imported material.
- C. Compaction:
1. Provide specified compaction for backfills, cuts, embankments, fills, roadway fills, and other earthwork.
 2. Perform confirmation tests to verify and confirm that work has complied, and is complying at all times, with compaction requirements specified in this Section for initial compaction demonstration and field quality control testing.
 3. In-place density of compacted backfills, cuts, embankments, fills, and roadway fills determined in accordance with ASTM D1556, or with ASTM D6938, or as appropriate for material type.
 4. Maximum density, laboratory compaction: Soil maximum density and optimum water content when tested in accordance with ASTM D698.
 5. To prevent damage to structures due to backfilling operations, place backfill with equipment that does not exceed AASHTO Standard Specifications for Highway Bridges, H-20 vehicle loading, within a distance from the face of the structure of not less than 1/2 the depth of backfill. The depth of backfill is the distance between the level being compacted and the bottom of the excavation. Outside this distance, heavier compaction equipment may be used.
 6. Compact to minimum percent of Standard Proctor (ASTM D698) maximum dry density:
 - a. Backfill adjacent to structures: 95 percent.
 - b. Backfilling voids: 95 percent.
 - c. Other areas: 90 percent.
 - d. Under present and future structures: 98 percent.

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- e. Under roadways, parking and storage areas, curbs, and sidewalks: 95 percent.
 - f. Upper 6 inches of cuts: 95 percent.
 - g. Fills: 95 percent.
- D. Dewatering: As specified in Section 31 23 19 - Dewatering.
- E. Excavation:
- 1. Blasting: Not permitted.
 - 2. Excavations for structures:
 - a. Provide excavations conforming to dimensions and elevations indicated on the Drawings for each structure, including trenching for piping and all work incidental thereto.
 - b. After clearing is complete, excavate for the structure, down to the elevation indicated on the Drawings. Unless directed by Engineer, do not carry excavations below elevation indicated on the Drawings.
 - c. Where soil is encountered having unsuitable bearing value, Engineer may direct in writing that excavation be carried to elevations below those indicated on the Drawings.
 - d. Where excavations are made below elevations indicated on the Drawings, adjust elevations of excavations in accordance with the following requirements:
 - 1) Under slabs: Restore to proper elevation in accordance with procedure specified for backfill in this Section.
 - 2) Under footings: Restore to the proper elevation using one of the following:
 - a) Aggregate base course.
 - b) Controlled low-strength material.
 - e. Excavation width:
 - 1) Extend excavations at least 2 feet clear from walls and foundations of structures to allow for placing and removal of forms, installation of services, and inspection.
 - 2) Do not undercut slopes.

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- f. Difficulty of excavation: No extra compensation will be made for removal of rock or any other material due to difficulty of excavation.
- 3. Excavation of ditches and gutters:
 - a. Cut ditches and gutters accurately to cross sections and grades indicated on the Drawings.
 - b. Take care not to excavate ditches and gutters below grades indicated on the Drawings.
 - c. Backfill excessive ditch and gutter excavations to grade with suitable material acceptable to the Engineer.
 - d. Do not deposit any material within 3 feet of edge of ditch unless otherwise indicated on the Drawings.
 - 4. Necessary over excavation:
 - a. Where it becomes necessary to excavate beyond normal lines of excavation, in order to remove boulders or other interfering objects, backfill voids remaining after removal as specified in backfilling of voids below, or as acceptable to the Engineer.
 - b. Backfill voids with material acceptable to the Engineer:
 - 1) With acceptance of the Engineer, backfill with one of the following:
 - a) Aggregate base course.
 - b) Controlled low-strength material.
- F. Materials for backfills, embankments, fills, and roadway fills:
- 1. General:
 - a. Obtain import material from other sources if surplus materials from cuts and excavations obtained from within Project site do not conform to specified requirements or are not sufficient in quantity for construction of Project.
 - 2. Backfills:
 - a. Backfill adjacent to structures, slabs, or walls: Aggregate base course, unless otherwise specified or indicated on the Drawings.
 - b. Backfill material under concrete structures: 6-inch layer of aggregate base course material, except in areas where controlled low-strength material or concrete encasement are indicated on the Drawings.

- c. Extend backfill in any area under concrete structures from undisturbed soil or rock to the bottom aggregate base course material layer.

3. Embankments:

- a. Native material or imported material meeting the requirements of native material, unless otherwise specified or indicated on the Drawings.

4. Fills:

- a. Native material or imported material meeting the requirements of native material, unless otherwise specified or indicated on the Drawings.
- b. Extend fill in any area under concrete structures from undisturbed soil or rock to the bottom aggregate base course material layer.

G. Placement:

1. General:

a. Lines and grades:

- 1) Construct backfills, embankments, fills, and road fills, at locations and to lines and grades indicated on the Drawings.
- 2) Overbuild all permanent fill slopes by at least 1 foot and then cut to final grade to provide adequate compaction of the remaining fill.

2. Backfills and Fills:

- a. Place loose material in successive layers that do not exceed 6 inches in depth after compaction.
- b. For cohesive soils exhibiting a well-defined moisture-density relationship, bring each layer to a moisture content between minus 1 to plus 3 percent relative to optimum moisture content before compacting.
- c. For granular soils exhibiting a well-defined moisture-density relationship, bring each layer to a moisture content between minus 2 to plus 2 percent relative to optimum moisture content before compacting.
- d. Defective compacted backfills and fills: Remove and recompact.

3. Embankments:

- a. Place loose material in successive layers that do not exceed 8 inches in depth after compaction.

- b. For cohesive soils exhibiting a well-defined moisture-density relationship, bring each layer to a moisture content between minus 1 to plus 3 percent relative to optimum moisture content before compacting.
 - c. For granular soils exhibiting a well-defined moisture-density relationship, bring each layer to a moisture content between minus 2 to plus 2 percent relative to optimum moisture content before compacting.
 - d. Defective compacted embankments: Remove and recompact.
4. Roadway fills:
- a. Place loose material in successive layers that do not exceed 8 inches in depth after compaction.
 - b. For cohesive soils exhibiting a well-defined moisture-density relationship, bring each layer to a moisture content between minus 1 to plus 3 percent relative to optimum moisture content before compacting.
 - c. For granular soils exhibiting a well-defined moisture-density relationship, bring each layer to a moisture content between minus 2 to plus 2 percent relative to optimum moisture content before compacting.
 - d. Defective compacted roadway fills: Remove and recompact.

3.4 FIELD QUALITY CONTROL

A. Tests:

1. Quality Control tests:

- a. Confirmation testing shall be the responsibility of the Contractor. The Contractor pay for all costs associated with the testing of materials and equipment. No additional compensation will be made to the Contractor for quality control testing.

2. Quality Assurance tests:

- a. Periodic compliance tests will be made by the Owner to verify that compaction is meeting requirements previously specified.
- b. Remove overburden above level at which the Owner wishes to test. Backfill and recompact excavation after testing is completed.
- c. If compaction fails to meet specified requirements, perform remedial work by one of the following methods:
 - 1) Remove and replace materials at proper density.

2) Bring density up to specified level by other means acceptable to the Engineer.

d. Retesting:

1) Contractor bears the costs of retesting required to confirm and verify that remedial work has brought compaction within specified requirements.

2) Contractor's confirmation tests during performance of remedial work: Double the normal rate specified.

B. Tolerances:

1. Finish grading of backfills, cuts, embankments, fills, and roadway fills:

a. Perform fine grading under concrete structures such that finish surfaces are never above the grade or cross section indicated on the Drawings and are never more than 0.10 feet below.

b. Provide finish surface for areas outside of structures that are within 0.10 feet of grade or cross section indicated on the Drawings.

2. Unlined channels and basins:

a. In both cut and fill, and levee and access road side slopes in cut: Vertical tolerance of none above and 3 inches below grade indicated on the Drawings on bottom and side slopes.

3. Areas which are not under structures, concrete, asphalt, roads, pavements, sidewalks, dikes, and similar facilities:

a. Provide finish graded surfaces of either undisturbed soil, or cohesive material not less than 6 inches deep.

b. Intent of proceeding is to avoid sandy or gravelly areas.

4. Finish grading of surfaces:

a. Reasonably smooth, compacted, and free from irregular surface changes.

b. Provide degree of finish that is ordinarily obtainable from blade grader operations, except as otherwise specified.

c. Uniformly grade areas that are not under concrete.

d. Finish ditches and gutters so that they drain readily. Contractor is responsible for verifying pre-construction grades and elevations for use of restoration.

3.5 ADJUSTING

- A. Finish grades of excavations, backfills, and fills:
 - 1. Repair and reestablish grades to required elevations and slopes due to any settlement or erosion that may occur from action of the elements or any other cause prior to final acceptance.

3.6 PROTECTION

- A. Finish grades of backfills, cuts, excavations, and fills:
 - 1. Protect newly graded areas from erosion and deterioration by action of the elements.
- B. Ditches and gutters:
 - 1. Maintain ditches and gutters free from detrimental quantities of debris that might inhibit drainage until final acceptance.

END OF SECTION

SECTION 31 10 00 – SITE CLEARING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section describes the work included in clearing, stripping, grubbing, and preparing the project site for construction operations.

1.2 RELATED SECTIONS

- A. Section 31 23 43 – Trenching, Backfilling, and Compacting
- B. Section 01 57 13 – Erosion and Sediment Control

1.3 CLEARING

- A. Remove and dispose of trees, snags, stumps, shrubs, brush, limbs, sticks, branches, and other vegetative growth and properly dispose.
- B. Remove rocks, tiles, and lumps of concrete. Remove all evidence of their presence from the surface and properly dispose.
- C. Remove and dispose of trash piles, rubbish, and fencing. Protect structures and piping above and below ground, trees, shrubs, and vegetative growth which are not designated for removal and properly dispose.
- D. The Contractor is responsible for removal of all trees in the permanent and temporary easements as required to construct the work. No trees have been specifically identified for protection or preservation. However, the Contractor shall coordinate with Construction Manager to identify trees that might be protected within temporary easements.

1.4 STRIPPING

- A. Remove and dispose of organic sod, topsoil to a minimum depth of three (3) inches, grass and grass roots, and other objectionable material remaining after clearing from the areas designated to be stripped. In areas identified as agricultural fields, remove and stockpile a minimum of 18-inches of topsoil, unless the landowner/active farmer requests otherwise.
- B. Remove existing gravel or improved surfaces only to the extent needed to facilitate construction.
- C. Retain topsoil material onsite for dressing backfill areas before seeding and planting. Topsoil must be separated from trench spoils. At no time may topsoil be mixed with subgrade soil excavated from trench.

1.5 GRUBBING

-
- A. After clearing and stripping, remove and dispose of wood or root matter, including stumps, logs, trunks, roots, or root systems greater than one (1) inch in diameter or thickness to a depth of 12-inches below the ground surface and properly dispose.

PART 2 - MATERIALS

2.1 TREES AND SHRUBBERY

- A. Existing trees, shrubbery, and other vegetative material may not be shown in the drawings. Inspect the site as to the nature, location, size, and extent of vegetative material to be removed or preserved, as specified herein.

2.2 PRESERVATION OF TREES, SHRUBS, AND OTHER PLANT MATERIAL

- A. Save and protect plant materials (trees, shrubbery, and plants) beyond the limits of clearing and grubbing from damage resulting from the work. No filling, excavating, trenching, or stockpiling of materials will be permitted within the drip line of these plant materials. The drip line is defined as a circle drawn by extending a line vertically to the ground from the outermost branches of a plant or group of plants. To prevent soil compaction within the drip line area, no equipment will be permitted within this area.
- B. Cut and remove tree branches where necessary for construction. Remove branches other than those required for a balanced appearance of any tree. Treat cuts with a tree sealant.

PART 3 - EXECUTION

3.1 CLEARING, STRIPPING, AND GRUBBING AREAS AND LIMITS

- A. Clear, strip, and grub excavation and embankment areas associated with new structures, slabs, walks, and roadways.
- B. Limits of clearing, stripping, and grubbing:
 - 1. Within the limits of construction designated on the drawings.
 - 2. Excavation, Excluding Trenches: 5-feet beyond tops of cut slopes.
 - 3. Trench excavation for piping and electrical conduits: 3-feet from edge of trench.
 - 4. Earth Fill: 5-feet beyond toe of permanent fill as indicated in the drawings.
 - 5. Structures: 15-feet beyond footings.
 - 6. Streets, Roadways, and Parking Areas: 10 from toe of fill or top of cut.
 - 7. Sidewalks: 2-feet beyond edges.
 - 8. Landscaped Areas: 2-feet beyond areas designated to receive landscaping.

9. Where potholing and protection is required prior to clearing, grubbing, and stripping activities: Contractor is to follow all agreements within utility encroachment permits.

10. Unless agreed to by the Engineer, the Contractor may not have more than 1-mile, per pipe installation crew, disturbed at any one time. This includes all areas that are stripped, cleared, grubbed, staged, under active construction, and awaiting final restoration.

3.2 DISPOSAL OF CLEARING AND GRUBBING DEBRIS

1. Do not burn combustible materials. Remove cleared and grubbed material from the worksite and dispose.

3.3 DISPOSAL OF STRIPPINGS

1. Remove stripped material and dispose offsite except topsoil.

END OF SECTION

SECTION 31 23 19 – DEWATERING AND CONTROL OF WATER

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Designing, furnishing, constructing, installing, maintaining, operating, and removing systems to divert stream flows and surface water flow that could potentially flood the work areas, and for control, collection, and disposal of groundwater required for proper construction of the work.
2. Maintaining the foundations, subgrades, slopes and other parts of the work free from water as required for constructing each part of the work.
3. Complying with all applicable environmental protection laws and requirements in operation of the groundwater and surface water control systems.
4. Removing components of water control systems not identified to remain after the systems are no longer required for proper construction of the work.

1.2 DATA AVAILABLE

- A. Geotechnical information from soil borings is provided as a specification supplemental report.

1.3 REQUIREMENTS

- A. General - design, furnish, install, maintain, and operate water control systems that will prevent entry of surface water flow into the construction areas and a groundwater dewatering system that will lower groundwater levels a minimum of three (3) feet beneath excavation limits, while preventing loss of fines, boiling, quick conditions, or softening of foundation strata and maintaining stability of slopes and bottoms of excavations so that every phase of the work can be performed in dry conditions. The dewatering operations shall be such that all subgrades and the slopes and bottoms of all excavations shall always be kept firm and in all respects acceptable to the owner and engineer as a stable foundation.

1.4 SUBMITTALS

- A. Provide the following submittals in accordance with section 01 33 00.
- B. The contractor shall submit a groundwater dewatering and surface water control plan (plan) to the engineer for review at least 21 calendar days prior to starting any on-site construction work for which the water control facilities are required. If the contractor purchases, rents, installs, or mobilizes to the site any elements of the water control systems prior to the engineer's review and acceptance of the submittal, it does so at its own risk, and will not be due any additional compensation from the owner if such elements are not subsequently used for the work.

- C. The plan shall include drawings showing locations, dimensions, and relationships of elements of each system and details regarding the types of various dewatering and water control facilities and design calculations required to substantiate the plan.
- D. For control of surface water, the plan shall include, but not be limited to, location of diversion channels, diversion dikes, cofferdams, site restoration, phasing of implementation or removal activities, and the contractor's proposed cross-sections, arrangement, locations, heights and composition of proposed diversion channels, diversion dikes and cofferdams.
- E. For control of groundwater, the plan shall include contractor's proposed dewatering system design including, but not limited to, type, location, size, arrangement, and depths of sumps, pumping installations, well points, wells, and phasing of dewatering system(s) implementation and removal activities.
- F. Design calculations completed as part of the plan shall be signed by a professional engineer registered in the State of Colorado, demonstrating compliance of the proposed surface water diversion and groundwater dewatering plan with sound engineering practices and water quality protection permit requirements and goals.
- G. Submit data sheets to Engineer for all materials proposed to be used for the water control systems.
- H. Submit copies of any data acquired from the planning, installation and/or operation of the groundwater dewatering system to Engineer within seven days of receipt from others or development by contractor of such data. Data may include, but is not limited to, boring (well) logs, pumping test results, and water level measurements whether in new or existing piezometers or new dewatering wells.
- I. Engineer review of the plan proposed by the contractor will be only with respect to the basic principles of the methods the contractor intends to employ. Review by the Engineer shall not relieve the Contractor of the full responsibility for the adequacy of the water control systems.
- J. If any portion or element of the systems is modified during installation or operation, revise or amend the appropriate drawings and calculations and resubmit the plan for review.
- K. Required well permits and discharge permits for dewatering wells shall be provided by the contractor. The discharge locations on this permit must match all discharge locations indicated within the Contractor's plan.

PART 2 - MATERIALS

(NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. The contractor shall review the available subsurface data for the site. It shall be the contractor's responsibility to evaluate the subsurface conditions at the site with respect to required water control facilities, including any additional groundwater exploration, testing, or monitoring data obtained by the contractor.
- B. The contractor shall, at all times during construction, provide ample means and devices to remove promptly and dispose of properly all water entering excavations and keep the bottoms of the excavations firm and free of standing water until trench subgrade preparation is complete, backfill to be placed therein has been placed and compacted where specified, pipe or structures to be built therein are completed, and no damage from hydrostatic or artesian pressure, flotation, or other cause will result.
- C. Obstruction of surface drainage shall be avoided and means shall be provided whereby storm water can be uninterrupted in existing gutters, other surface drains, or temporary drains.
- D. The groundwater dewatering operations shall be carried out in such a manner that no disturbance to the bearing soil or to soil supporting any other work will result from the dewatering operations.
- E. Discharged water shall not cause siltation, erosion, flooding or other negative environmental impact on natural waterways or other property; such discharge shall be in accordance with applicable federal, state, and local regulations. At dewatering discharge locations, sediment ponds, hay bales, silt barriers or other control measures shall be installed as necessary to control and prevent siltation.
- F. The groundwater dewatering and surface water control systems shall be operated continuously, including weekends and holidays and during work stoppages, as necessary to prevent flotation of partially installed piping or structures, and prevent any other surface or groundwater related damage to structures, facilities, subgrades, slopes or other work.

3.2 INSTALLATION AND OPERATION

- A. The location of every element of the water control systems shall be such that interference with excavation and other construction activities is avoided to the extent practical or otherwise minimized. Locations shall be subject to review by the Engineer.
- B. When the water control systems do not meet the specified requirements, and as a consequence loosening or disturbance of the foundation strata, instability of the slopes or damage to the foundations or structures occurs, the contractor shall supply all materials, labor, and perform all work for restoration of foundation soils, fill soils, slopes, foundations, or structures at no cost to the owner.

3.3 REMOVAL

- A. All elements of Contractor's water control systems shall be removed from the site at the completion of the work requiring the water control systems.

END OF SECTION

SECTION 31 23 23 – GRAVEL AND CRUSHED ROCK BASE FOR STRUCTURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This includes materials, testing, and installation of crushed rock bases for structures such as manholes and vaults.

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete
- B. Section 31 00 00 – Earthwork
- C. Section 31 23 43 – Trenching, Backfill, and Compacting
- D. Section 33 05 61 – Concrete Manholes

1.3 SUBMITTALS

- A. Submit in accordance with the general conditions and Section 01 33 00.
- B. Submit reports from a testing laboratory verifying that the material conforms to the specified gradations and characteristics.

1.4 TESTING FOR COMPACTION

- A. The Contractor shall test for compaction or relative density as described below.
- B. Determine the relative density of crushed rock per ASTM D4253 and ASTM D4254.
- C. Sample backfill materials per ASTM D75.
- D. Compaction shall be deemed to comply with the Specifications when no test falls below the specified relative compaction. The Contractor shall pay the costs of retesting work not conforming to the Specifications.

PART 2 – MATERIALS

2.1 CRUSHED ROCK

- A. Crushed rock base shall be CDOT Class 5 per Section 703.03, Table 703-2.

PART 3 - EXECUTION

3.1 PLACEMENT OF CRUSHED ROCK

- A. Place crushed rock base beneath structures where shown in the construction drawings, twelve (12) inches thick, unless otherwise indicated. Excavate below the required grade for the bottom of the structure and refill with crushed rock or gravel as specified above. The crushed rock base shall extend a minimum of twelve (12) inches beyond the structure base, floor slab, or footing.
- B. Compact crushed rock base material to 95% maximum dry density within 2% of optimum moisture.
- C. Place crushed rock base material in maximum lifts of six (6) inches.

END OF SECTION

SECTION 31 23 43 – TRENCHING, BACKFILLING, AND COMPACTING

GENERAL

1.1 DESCRIPTION

- A. This section includes materials, testing, and installation for pipeline excavation, backfilling, and compacting.

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete
- B. Section 31 23 19 – Dewatering and Control of Water

1.3 SUBMITTALS

- A. Submit certification reports from a testing laboratory verifying that material contains less than 1% asbestos by weight or volume and conforms to the specified gradations or characteristics.
- B. Submit method(s) of compaction including removal sequence of shoring where used.
- C. Submit mix design for controlled low-strength material (CLSM).

1.4 TESTING FOR COMPACTION

- A. The contractor shall test for compaction in areas outside of roadways, as described below:
 - 1. Determine the density of soil in place by nuclear methods, ASTM D6938. Compaction tests shall be performed for each lift or layer. The Contractor shall provide calibration documents for all nuclear gauges used on the project site. The Engineer may require that more density readings be taken if the backfill material is visually variable. The minimum depth for the sand cone test hole shall be 12 inches. The minimum size shall be 8 inches, and size 16/30 or 10/20 silica sand shall be used.
 - 2. Determine laboratory moisture-density relations of soils by ASTM D1557 or 698. If nuclear methods are used for in-place density determination, the compaction test results for maximum dry density and optimum water content shall be adjusted in accordance with ASTM D4718. This will be required for determination of percent relative compaction and moisture variation from optimum.
 - 3. Determine the relative density of cohesionless soils by ASTM D4253 and D4254.
 - 4. Sample backfill materials per ASTM D75.
 - 5. "Relative compaction" is the ratio, expressed as a percentage, of the in-place dry density to the laboratory maximum dry density.

6. Compaction shall be deemed to comply with the specifications when no more than one test falls below the specified relative compaction. The failing test shall be no more than three percentage points below the specified compaction. The contractor shall pay the costs for any retesting or additional testing of work not conforming to the specifications.
7. Where compaction tests indicate a failure to meet the specified compaction, the contractor shall take additional tests every 25 feet in each direction until the extent of the failing area is identified. Rework the entire failed area until the specified compaction has been achieved.

1.5 TRENCH ZONE

- A. The trench zone includes the portion of the trench from the springline of the pipe to the bottom of the street zone in gravel roadway areas or to the existing surface in native areas. If the resulting trench zone is less than 24 inches thick, in gravel areas the street zone shall extend to the top of the pipe zone and there shall be no separate trench zone.

1.6 PIPE ZONE

- A. The pipe zone shall include the full width of trench from the bottom of the pipe or conduit to the springline of the pipe or conduit. Reference the Contract Drawings for pipe zone thickness details.

1.7 PIPE BEDDING ZONE

- A. The pipe base or bedding shall be defined as a layer of material immediately below the bottom of the pipe or conduit and extending over the full trench width in which the pipe is bedded. Reference the Contract Drawings for bedding zone thickness details.

PART 2 - MATERIALS

2.1 TRENCH ZONE – NATIVE EARTH BACKFILL

- A. Native earth backfill used in the trench zone in areas outside of roadways shall be as described below:
 1. Native earth backfill used above the pipe zone shall be excavated fine-grained materials free from roots, debris, rocks larger than 3 inches, asbestos, organic matter, clods, clay balls, broken pavement, and other deleterious materials. Less than 50% shall pass a no. 200 sieve. At least 40% shall pass a no. 4 sieve. The coarser materials shall be well distributed throughout the finer material.
 2. Backfill materials that are obtained from trench excavated materials to the extent such material is available shall be either screened directly into the trench or screened during the trenching operation. If screened during trenching, the material shall be maintained free of unscreened material during the handling and backfilling process. Hand selecting of rocks from earth as it is placed into the trench will not be permitted in lieu of the specified screening. Under no circumstances will native earth backfill be allowed or used

in the pipe base or pipe zone areas. Backfill shall be moisture conditioned to within approximately 2% of the optimum moisture content prior to being placed in trench.

2.2 CONTROLLED LOW-STRENGTH MATERIAL (CLSM) FOR PIPE ZONE

A. CLSM shall be as described below:

1. CLSM shall consist of a mixture of Portland cement, aggregate, fly ash, water, and admixtures conforming to the following:
 - a. Cement: ASTM C595, type II, maximum of 50 pounds per cubic yard.
 - b. Aggregate: ASTM C33.
 - c. The soluble sulfate content shall not exceed 0.3% by dry weight.
 - d. Water: Potable quality.
 - e. Water-cement ratio: 3.5:1 maximum.
 - f. Fly ash: Class C per ASTM C618, maximum of 250 pounds per cubic yard.
 - g. The minus no. 200 sieve fraction shall be non-plastic.
2. Proportion the CLSM to be a flowable, no segregating, self-consolidating non-shrink slurry. The water content shall not exceed that required to provide a mix that will flow, can be pumped, and will maintain the soil in suspension without segregation of the aggregate while being placed. Proportion the aggregate, cement, and water either by weight or by volume. Use as little cement for each cubic yard of material produced as necessary to make the CLSM flowable.
3. CLSM shall be limited to a maximum removability modulus (RE) of 1.5 as calculated with the following equation:

$$RE = \frac{W^{1.5} \times 104 \times C^{0.5}}{10^6}$$

RE = Removability Modulus

W = unit weight (pcf)

C = 28-day compressive strength (psi)

4. The temperature of the CLSM discharged into the trench shall be below 90°F.

2.3 PIPE BEDDING ZONE – AGGREGATE BASE COURSE GRANULAR BEDDING

- A. Imported granular pipe bedding shall be CDOT Class 5 aggregate base course or approved equal. Imported granular pipe bedding shall have the following gradation:

SIEVE SIZE	PERCENT PASSING
1-INCH	95 -100
1/2-INCH	25-60
NO. 4	0-10
NO. 8	0-5

2.4 STABILIZATION ROCK

- A. Rock refill shall be used when the bottom of the pipe trench is saturated, soft, or otherwise unacceptable for provided a structural foundation for the pipe, or as shown on the Drawings.
- B. Rock refill shall be 2-inch minus natural rock or crushed gravel free of clay balls and organic matter, well graded, with less than 8% by weight passing the 1/2" sieve.

2.6 GRANULAR MATERIAL FOR BACKFILL

- A. Granular material or granular soil for backfill shall be a lean bank-run or pit-run gravel, or native soil. The maximum particle size shall be 2 inches. A maximum of 10 percent shall pass the no. 200 sieve.

2.7 CONCRETE FOR THRUST BLOCKS, ENCASEMENT, AND CUTOFF WALLS

- A. Concrete for thrust blocks, encasement, and cutoff walls shall be Class C per Section 03 30 00, unless otherwise shown in the drawings.
- B. See the details in the Contract Drawings for thrust block sizes.

2.8 WATER FOR COMPACTION

- A. Water for compaction shall be free of organic materials and shall have a pH of 7.0 to 8.0, a maximum chloride concentration of 500 mg/l, and a maximum sulfate concentration of 500 mg/l.
- B. Water shall be free of organic materials injurious to the pipe coatings.
- C. Water used for compaction will be sourced by the Contractor at no cost to the Owner.

2.9 UNDERGROUND DETECTABLE WARNING TAPE

- A. Provide permanent, brightly colored, continuously printed plastic warning tape. Minimum 6-inches in width and 3.5 mil thickness.
- B. Tape shall be detectable.
- C. Tape shall be colored blue for potable water.

2.10 FILTER FABRIC

- A. Non-woven geotextile fabric composed of polypropylene fibers.
- B. MIRAFL 140n or approved equal.

PART 3 - EXECUTION

3.1 SLOPING, SHEETING, SHORING, AND BRACING OF TRENCHES

- A. Trenches shall have sloping, sheeting, shoring, and bracing conforming to OSHA requirements.

3.2 TRENCH EXCAVATION

- A. Excavate the trench to the lines and grades shown in the drawings with allowance for pipe thickness, sheeting, and shoring if used, and for pipe base or special bedding. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the Owner with granular material for backfill. Place the refilling material over the full width of trench in compacted layers not exceeding 6 inches deep to the established grade with allowance for the pipe base or special bedding.
- B. Trench widths in the pipe zone shall be as shown in the drawings. If no details are shown, maximum width shall be 18 inches greater than the pipe outside diameter. Comply with all OSHA excavation requirements. Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such case, width of trench shall be such that there are at least 2-feet between the top edge of the trench and the structure or footing.
- C. Construct trenches in rock by removing rock to a minimum of 6 inches below bottom of pipe bedding and backfilling with granular material for backfill.

3.3 TRENCH EXCAVATION IN BACKFILL AND EMBANKMENT AREAS

- A. Construct and compact the embankment to an elevation of 1-foot minimum over the top of the largest pipe or conduit to be installed.
- B. Excavate trench in the compacted backfill or embankment.

3.4 LOCATION OF EXCAVATED MATERIAL

- A. During trench excavation, place the excavated material only within the working area or within the areas shown in the drawings. Do not obstruct any roadways or streets. Do not place trench spoil over pipe, buried utilities, manholes, or vaults. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material.
- B. Remove and store excavated topsoil separately. Replace topsoil in the top 18 inches of the trench zone.
- C. Locate trench spoil piles at least 15-feet from the tops of the slopes of trenches and outside of the 100-year floodplain. Do not operate cranes and other equipment on the same side of the trench as the spoil piles.

3.5 DEWATERING

- A. See Section 31 23 19.

3.6 TRENCH STABILIZATION

- A. After the required excavation has been completed, the Engineer shall inspect the exposed subgrade to determine the need for any additional excavation. It is the intent that additional excavation be conducted in all areas within the influence of the pipeline where unacceptable materials exist at the exposed subgrade. Over-excavation shall include the removal of all such unacceptable material that exist directly beneath the pipeline to a width 24 inches greater than the pipe outside diameter and to the depth required.
- B. Place filter fabric on the bottom of the trench and up the sides a sufficient height to retain rock refill material. Backfill the trench to subgrade of pipe base with rock refill material for foundation stabilization. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 6 inches deep to the required grade.
- C. Rock refill used by the Contractor for his convenience shall not be cause for any additional payment.

3.7 INSTALLING BURIED PIPING

- A. Grade the bottom of the trench to the line and grade to which the pipe is to be laid, with allowance for pipe thickness. Remove hard spots that would prevent a uniform thickness of bedding. Place the specified thickness of pipe base material over the full width of trench. Grade and compact the top of the pipe base ahead of the pipe laying to provide firm, continuous, uniform support along the full length of pipe. Before laying each section of the pipe, check the grade and correct any irregularities.
- B. Excavate bell holes at each joint to permit proper assembly and inspection of the entire joint. Fill the area excavated for the joints with the bedding material specified or indicated in the drawings for use in the pipe zone. If no bedding material is specified or indicated, use imported sand. The pipe zone shall be level throughout the cross-section of the trench.

- C. Inspect each pipe and fitting before lowering the buried pipe or fitting into the trench. Inspect the interior and exterior protective coatings. Patch damaged areas in the field with material recommended by the protective coating manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after installation.
- D. Handle pipe in such a manner as to avoid damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.
- E. When installing pipe, measure elevation at the pipe invert. Maintain the following line and grade tolerances:
 - 1. PVC and DIP Pipe: 1-inch line, 1-inch grade
 - 2. Welded Steel Pipe: 3-inch line, 3-inch grade
- F. After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe, in maximum 6-inch lifts, keeping the level of backfill the same on each side. If no pipe zone material is specified or indicated, use imported sand. Carefully place the material around the pipe so that the pipe barrel is completely supported and no voids or uncompacted areas are left beneath the pipe. Use particular care in placing material on the underside of the pipe to prevent lateral movement during subsequent backfilling.
- G. Compact each lift to the relative compaction specified herein.
- H. Push the backfill material carefully onto the backfill previously placed in the pipe zone. If no backfill material is otherwise specified or indicated, use granular material for backfill. Do not permit free-fall of the material until at least 2-feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipe. Do not operate heavy equipment or a sheepsfoot wheel mounted on a backhoe over the pipe until at least 3-feet or one-half of the internal diameter, whichever is greater, of backfill has been placed and compacted over the pipe.
- I. When the pipe laying is not in progress, close the open ends of pipe. Do not allow trench water, animals, or foreign material to enter the pipe.
- J. Keep the trench dry until the pipe laying and jointing are completed.

3.8 BACKFILL COMPACTION

- A. Unless otherwise shown in the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as follows:
 - 1. Pipe zone: 70% relative density.
 - 2. Backfill in trench zone: 90% relative compaction. Moisture content \pm 5% optimum.
 - 3. Rock refill for foundation stabilization: 70% relative density.

4. Refill for over-excavation: 70% relative density.
- B. Compact trench backfill to the specified relative compaction. Compact by using mechanical compaction or hand tamping. Do not use high-impact hammer-type equipment except where the pipe manufacturer warrants in writing that such use will not damage the pipe.
- C. Compact material placed within 12 inches of the outer surface of the pipe by hand tamping only.
- D. Do not use any axle-driven or tractor-drawn compaction equipment within 5-feet of building walls, foundations, and other structures.
- E. Compaction testing shall be conducted for each 12-inch vertical lift. These tests shall occur at 5-foot intervals for the width of the trench and at 10-foot intervals for the length of the trench. Conduct testing in accordance with Section 01 45 00 Quality Control and this Specification.

3.9 MATERIAL REPLACEMENT

- A. Remove and replace any trenching and backfilling material that does not meet the specifications, at the contractor's expense.

3.10 PLACEMENT OF CLSM

- A. Place the CLSM such that it flows easily into all openings between the pipe and the excavated trench. In some cases, such as trenches on a slope, a stiffer mix may be required to prevent it from flowing down the trench. In this case, use vibration to ensure that the CLSM completely fills all spaces.
- B. Lay the pipe on the soil pads and place the CLSM bedding as shown in the drawings. Place bedding under pipe from one side and vibrate so that it flows under the pipe until it appears on the other side. Then add CLSM to both sides of the pipe and vibrate until it completely fills the space between the pipe and the excavated trench bottom. This operation shall follow as closely behind pipe laying operations as possible. Place CLSM in such a way as to prevent uplift or buckling of the pipe. Deposit CLSM as nearly as practicable in its final position. Do not disturb the pipe trench or cause foreign material to become mixed with the cement slurry.
- C. Do not place backfill above the pipe until the CLSM has reached the initial set. Place and maintain a 6-inch cover of moist backfill cover until additional backfill is placed. If the ambient temperature is 50°f or less, place an additional 6-inch cover of backfill over the 6-inch moist backfill cover prior to the end of the working day.
- D. Whenever freezing temperatures are imminent, maintain the CLSM at a temperature of not less than 50°f for 24-hours after placement. The temperature of the mix shall be 50°f or greater at the time of placement. Monitor the temperature by placing a thermometer in the CLSM immediately after sampling at the placement site. When freezing weather appears imminent, make ready at the placement site materials that may be required for protection of the CLSM. Delay placement of CLSM until adequate provisions for protection against weather are made. Do not place CLSM

bedding in pipe trenches when the trench bottom or walls are frozen or contain frozen material.
Backfill placed as cover over the CLSM is prohibited from containing any frozen material.

3.11 INSTALLATION OF UNDERGROUND DETECTABLE WARNING TAPE

- A. Install warning tape per the applicable trench details in the construction drawings.

END OF SECTION

SECTION 31 41 00 – SHORING

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- A. Provide surveys to monitor movements of critical facilities.

1.2 SUBMITTALS

- A. Excavation plan that details the following:
 - 1. Methods and sequencing of shoring.
 - 2. Anticipated difficulties and proposed resolutions.
 - 3. Shoring for excavations over 20 feet in depth must be designed and sealed by a Colorado-Licensed Professional Engineer.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Design, provide, and maintain shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed the work. Comply with Occupational Safety and Health Administration (OSHA) regulations for underground construction and excavation.
- B. Designs for shoring of excavations over 20-feet in depth must be completed and sealed by a Colorado-licensed Professional Engineer.

3.2 REMOVAL OF EXCAVATION SUPPORT

- A. Remove excavation support in a manner that will maintain support as excavation is backfilled.
- B. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed work, or adjacent property.
- C. Remove excavation support in a manner that does not leave voids in or reduce the compaction level of the backfill.

3.3 TRENCHES

TECHNICAL SPECIFICATIONS

NEWT

DIVISION 31 – EARTHWORK

REPAIR

31 41 00 SHORING

LWIC NO. 8 OUTLET CULVERT

-
- A. For trench excavation exceeding 4.5-feet in depth, provide adequate safety system meeting requirements of applicable state and local construction safety orders, and federal requirements.

END OF SECTION

SECTION 32 11 23 – AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The work to be performed includes the milling, pulverizing, processing, production, stockpiling, hauling, placing, and compacting recycled aggregate base courses.

1.2 RELATED SECTIONS

- A. Section 31 23 43 – Trenching, Backfilling, and Compacting
- B. Section 32 12 16 – Asphalt Paving

1.3 SUBMITTALS

- A. The Contractor shall cooperate with the Engineer in obtaining and providing samples of all specified materials. The Contractor shall submit certified laboratory test certificates for all items required in this section under Section 01 33 00.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Recycled Aggregates: Recycled aggregates shall be crushed stone, recycled asphalt pavement (RAP), crushed slag, crushed gravel or recycled gravel that the amount of minus No. 200 sieve shall not exceed 15%. Other aggregates for bases shall meet the grading requirements as called out in the Drawings. The liquid limit shall be as shown in the table and the plasticity index shall be ≤ 6 . Materials produced through recycling existing asphalt pavement and aggregate base shall produce similar materials to an equivalent structural layer coefficient of aggregate base course (0.11) or greater.
- B. Weld County roads require specific aggregate base courses to be used. Contractor shall reference the Weld County Engineering and Construction Criteria (WCECC) for material and gradation specifications.
- C. Material Properties: CDOT Class 5 Aggregate Base

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	LL < 30
	PI < 6
4 inch	---
3 inch	---
2 1/2 inch	---
2 inch	---
1 1/2 inch	100
1 inch	95 - 100
3/4 inch	---

No. 4	30 - 70
No. 8	---
No. 200	3 - 15

2.2 EQUIPMENT

- A. General: Equipment shall be capable of legally performing the work as described in this Specification. Equipment that is inadequate to obtain the results specified shall be replaced or supplemented as required to meet the requirements of this Specification. Any equipment that is used in an improper manner may be cause for rejection of the work if in the opinion of the Engineer the work fails to meet the requirements of this specification.
- B. Equipment used for compaction shall be the rolling type, vibratory type, or combination of both types, and shall be of sufficient capacity to meet the compaction requirements herein.

PART 3 EXECUTION

3.1 MILLING AND PULVERIZING

- A. Existing asphalt pavement, road base and subbase materials shall be pulverized, milled and processed to meet the gradation outlined in 2.01 B.
- B. Milling and pulverizing equipment shall consist of roto-mills, pavement pulverizing equipment or soil mixing equipment equivalents. Equipment shall be configured such that the materials are processed to meet the gradation specifications of the right-of-way agency having jurisdiction.

Processing of the pulverized material shall be done in such a way as to avoid contamination with the subgrade soils. If recycled materials are stockpiled, they shall be separated and processed to maintain a uniform gradation and avoid contamination with subgrade soil materials.

Mixing equipment shall make as many passes as necessary to properly mix the existing pavement, base or subbase materials to create a uniform combination meeting the gradation requirements at the depths specified. Mixing of the different materials shall create a homogeneous mixture.

- C. Pulverization of existing pavement shall not occur if paving fabric, geotextiles or other pavement interlayers are present.
- D. Depth of pavement pulverizing shall be as indicated on the Drawings. In no instance shall the pavement milling, pulverizing and recycling penetrate the subgrade layer such that the gradation requirements are exceeded or the recycled material becomes contaminated with clay or other soil materials.

3.2 PREPARATION OF FOUNDATION

- A. Prior to placement of recycled base materials, the foundation shall be the finished earth subgrade, subbase course, or base course, as the case may be, upon which any subbase, base or surface course is to be constructed.

Preparation of foundation for construction of a subbase, base, or surface course shall consist of the work necessary to restore, correct, strengthen or prepare the foundation to a condition suitable for applying and supporting the intended course.

For aggregate base course roads and parking areas, the top six-inches of topsoil shall be stripped within the area to be aggregate surfaced. Following stripping of the topsoil, the upper 8 inches of

the subgrade shall be scarified and compacted to a minimum of 95% of the Maximum Standard Proctor Density (ASTM D698). On-site material may be used as accepted by the Engineer, for compacted fill for the recycled aggregate base course. Fill shall be placed within 2% of optimum moisture content and compacted to a minimum of 95% of the Maximum Standard Proctor Density (ASTM D698).

Recycled aggregate base course used as a foundation for pavements shall be placed on the subgrade within two percent of optimum moisture and compacted to a minimum of 95% of the Maximum Standard Proctor Density (ASTM D698). Deviations in aggregate base course under pavements of more than 1/4 inch in 10 feet, measured with a 10-foot straight edge, shall be corrected prior to pavement construction.

The foundation shall be prepared and constructed such that it will have a uniform density throughout. It shall be brought to the required alignment and cross section with equipment and methods adapted for the purpose. Upon completion of the shaping and compacting operations, the foundation shall be smooth, at the required density, and at the proper elevation and contour to receive the recycled aggregate base course.

After the specified compaction has been obtained, the subgrade under the curb, gutter, sidewalk and pavement shall be proof-rolled with a heavily loaded rubber tire roller, fully loaded water truck, or other approved equipment. Those areas which produce a rut depth of over 1/2 inch or which crack the subgrade after pumping and rebounding shall be ripped, scarified, wetted or dried if necessary, and recompact to the requirements for density and moisture by the Contractor. Where unsuitable material is encountered, the Engineer may require the Contractor to remove the unsuitable materials and backfill to the finished grade with approved material. The completed subgrade shall be proof-rolled again after placement of approved material.

Unless otherwise provided, all holes, ruts and other depressions in the foundation shall be filled with materials similar to those existing in the foundation. High places shall be excavated and removed to the required lines, grade and section.

Recycled base course material shall not be placed on a foundation that is soft, spongy, or one that is covered by ice or snow. Recycled base course shall not be placed on a dry or dusty foundation where the existing condition would cause rapid dissipation of moisture from the base course material and hinder or preclude its proper compaction. Dry foundations shall have water applied and reworked and compacted as necessary.

The Engineer shall direct the Contractor to make minor adjustments in the finish grade from that shown in the Drawings as may be necessary or desirable to maintain the characteristics of a stabilized foundation by minimizing the amount of cutting or filling.

3.3 EARTH SUBGRADE

- A. When the foundation is an earth subgrade it shall be prepared by removing all vegetation, excavating and removing materials, filling depressions, scarifying, shaping, smoothing and compacting to meet the required grade, section and density. Stones over six inches in greatest dimension shall be removed.

3.4 PLACEMENT

- A. The recycled aggregate base course shall be constructed to the width, section and areas as shown in the Drawings. If the required compacted depth of base coarse exceeds six inches, the base shall be constructed in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed six inches.

Each layer shall be constructed as far in advance of the succeeding layer as the Engineer may direct. The work shall, in general, proceed from the point on the project nearest the point of supply of the aggregate in order that the hauling equipment may travel over the previously placed material, and the hauling equipment shall be routed as uniformly as possible over all portions of the previously constructed courses or layers of the base course.

The material shall be deposited on the soil foundation, or previously placed layer in a manner to minimize segregation and to facilitate spreading to a uniform layer of the required section. In the event that blending of materials is necessary to provide required gradation and properties of the material, and is done in the roadway or placed area, the same shall be accomplished by mixing the aggregate and blending material by means of blade graders, discs, harrows or other equipment to affect a uniform distribution and gradation throughout the finished mixture. Excessive mixing and grading that will cause segregation between the coarse and fine materials is prohibited.

3.5 COMPACTION

- A. After a layer or course has been placed and spread to the required thickness, width and contour, it shall be compacted. If the material is too dry to readily attain the required density, it shall be uniformly moistened to the degree necessary during compaction operations for proper compaction.
- B. Compaction of each layer shall continue until the required density of Section 3.02 is reached. The surface of each layer shall be maintained during compaction operations in such a manner that a uniform texture is produced and aggregates firmly keyed.

All areas where proper compaction is not obtainable due to segregation of materials, excess fines, or other deficiencies in the aggregate, shall be reworked as necessary or the material removed and replaced with aggregates that will meet this specification.

The surface of each layer shall be kept true and smooth at all times.

3.6 MIXING

- A. General: Unless otherwise specified, the Contractor shall mix the recycled aggregate by the following methods.
 - 1. Road Mix Method

After material for each layer has been placed, the materials shall be mixed while at an optimum moisture content by motor graders or other approved equipment until the mixture is uniform throughout.

3.7 SHOULDER CONSTRUCTION

- A. Shoulders shall be constructed with base course materials to conform to the elevation and section shown in the Drawings. No equipment shall be used which by its design or through its manner of operation that will damage the pavement or curbs. Insofar as practicable, the base course material shall be placed directly on the shoulder area. Materials that are deposited outside the shoulder area, if not contaminated, shall be recovered and placed within the required limits. The Contractor will not be compensated for materials not recovered as determined by the Engineer.

Materials shall not be deposited on the pavement or surfacing during placing unless specifically permitted by the Engineer.

The base course material as placed shall be spread and compacted to the required density in Section 3.02 in layers not exceeding six inches in compacted thickness. Any material inadvertently

placed on the pavement shall be broomed from the pavement. The result shall not effect a change in the gradation of the shoulder material.

END OF SECTION

SECTION 33 05 27 – CORRUGATED METAL UTILITY PIPE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This section includes construction corrugated metal utility pipe for storm drainage, including appurtenances.

1.2 RELATED SECTIONS

- A. Section 31 23 13 – Earthwork and Trenching

1.3 SUBMITTALS

- A. The Contractor shall cooperate with the Engineer in obtaining and providing samples of all specified materials. The Contractor shall submit certified laboratory test certificates for all items required in this section under section 01 33 00.

1.4 QUALITY CONTROL

- A. All pipe shall be inspected by the Engineer prior to installation.
- B. All pipe which does not meet the requirements of Part 2 of this section will be rejected and replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The Contractor shall install storm sewer pipe of the type, diameter, load class, wall thickness and protective coating that is shown on the Drawings. All pipe and appurtenances used shall conform to the following requirements:
 - 1. Corrugated steel pipe arch
 - a. The pipe shall conform to the requirements of AASHTO M36 and ASTM A760 for the specified diameters and strength classes.
 - b. The pipe shall be 10-gauge galvanized steel with 3-inch by 1-inch corrugations. Corrugated steel shall conform to ASTM A929.
 - 2. Diameter of Pipe: The diameter indicated on the Drawings shall mean the inside diameter of the pipe.
 - 3. Fittings and Specials: Details of all fittings and specials shall be furnished for approval by the Engineer. Fittings and specials shall be made up of pipe segments having the same structural qualities as the adjoining pipe and shall have the interior treated the same as the pipe.

4. Acceptance: In addition to any deficiencies not covered by the applicable ASTM Specifications, pipe which has any of the following visual defects will not be accepted:
 - a. Pipe that has been damaged during shipment or handling even previously approved before shipment.
 - b. Acceptance of the pipe at point of delivery will not relieve the Contractor of full responsibility for any defects in materials due to workmanship.
5. Marking: The following shall be clearly marked on both the interior and exterior surface of the pipe:
 - a. ASTM Specifications
 - b. Class and Size
 - c. Date of Manufacturer
 - d. Name or Trademark of Manufacturer
6. Shop Drawings: Unless otherwise specified, the Contractor shall submit to the Engineer for approval shop drawings showing the exact dimension of the joints including the permissible tolerances for each size of pipe being furnished and the size, type and locations of gasket materials. Approval of the joint detail drawings will not relieve the Contractor of any responsibilities to meet all of the requirements of these Specifications, or of the responsibility for correctness of the Contractor's details.
7. Protective Coatings: Normally, no additional exterior or interior protective coatings will be required for pipe.
8. Manufacturers: Acceptable manufacturers shall be
 - i. Contech Engineered Solutions, LLC or approved equal

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Within Easements, Cultivated, Landscaped, or Agricultural Area: All vegetation, such as brush, sod, heavy growth of grass or weeds, decayed vegetable matter, rubbish and other unsuitable material within the area of excavation and trench-side storage shall be stripped and disposed of in accordance with the requirements of Section 31 23 13. Topsoil shall be removed from the area to be excavated and stockpiled, or, the Contractor may elect to import topsoil to replace that lost during excavation. Topsoil shall be removed to a depth of 5 inches or the full depth of the topsoil, whichever is less.
- B. Within Unpaved Roadway Areas: The Contractor shall strip the cover material from graveled roadways or other developed, but unpaved traffic surfaces to the full depth of the existing surfacing. The surfacing shall be stockpiled to the extent that it is acceptable and useable for restoration purposes.
- C. Within Paved Areas: The removal of pavement, sidewalks, driveways, or curb and gutter shall be

performed in a neat and workmanlike manner.

Pavement, sidewalks, driveways, or curb and gutter shall be cut with a power saw, pavement breaker, or other approved method of scoring, to a minimum depth of 2", prior to breaking or excavation. The pavement shall be cut vertically, in straight lines and avoiding acute angles.

Any overbreak, separation, or other damage to the existing bituminous or concrete outside the designated cut lines shall be replaced at the Contractor's expense. Excavated paving materials shall be removed from the job site and shall not be used as fill or backfill.

3.2 DEWATERING

- A. All pipe trenches and excavation for structures and appurtenances shall be kept free of water during pipe laying and other related work. The method of dewatering shall provide for a dry foundation at the final grades of excavation in accordance with Section 31 23 13. Water shall be disposed of in a manner that does not inconvenience the public or result in a menace to public health. Pipe trenches shall contain enough backfill to prevent pipe flotation before dewatering is discontinued. Dewatering shall continue until such time as it is safe to allow the water to rise in the excavation.

3.3 LAYING, ALIGNING, AND JOINING PIPE

- A. Storm sewer pipe shall be installed in accordance with the manufacturer's recommendations for installing the type of pipe used, unless otherwise shown on the Drawings.

Proper equipment, implements, tools and facilities shall be provided and used by the Contractor for safe and convenient installation of the type of pipe being installed.

- B. Responsibility for Material: The Contractor shall be responsible for all materials intended for the work that are delivered to the construction-site and accepted by him. Payment shall not be made for materials found to be defective or damaged in handling after delivery and acceptance. Defective or damaged materials shall be removed and replaced with acceptable materials at the Contractor's expense.

The Contractor shall be responsible for the safe and proper storage of such materials.

- C. Handling: Pipe and accessories furnished by the Contractor shall be delivered to, unloaded and distributed at the site by the Contractor. Pipe and accessories furnished by the Contracting Agency shall be unloaded and distributed at the site by the Contractor. Each pipe shall be unloaded adjacent to or near the intended laying location.

Pipe fittings, specials, valves and appurtenances shall be unloaded and stored in a manner that precludes shock or damage. Such materials shall not be dropped.

Pipe shall be handled so as to prevent damage to the pipe ends or to any coating or lining. Pipe shall not be skidded or rolled against adjacent pipe. Damaged coatings or lining shall be repaired by the Contractor, at his expense in accordance with the recommendations of the manufacturer and in a manner satisfactory to the Engineer. Physical damage to the pipe or accessory shall be repaired by the Contractor at his expense, and in a manner satisfactory to the Engineer.

- D. Laying Pipe: The pipe and pipe coatings shall be inspected for damage or defects before being placed in the trench. Damaged or defective pipe shall not be installed.

Pipe lines shall be laid to the grades and alignment shown on the Drawings. Variation from the prescribed grade and alignment shall not exceed 0.10 feet, and the rate of departure from, or return to, the established grade or alignment shall be not more than 1 inch in 10 feet, unless approved by the Engineer. No deviation from grade shall cause a depression in the sewer invert that could retain fluids or solids.

Pipe fittings shall be laid so as to form a close concentric joint with the adjoining pipe to avoid sudden off-sets of the flowline. Pipe sections shall be joined together in accordance with the manufacturer's recommendations.

Pipe fittings and appurtenances shall be carefully lowered into the trench with suitable tools or equipment to prevent damage to the pipe and protective coatings and linings. Pipe and accessory materials shall not be dropped or dumped into the trench.

Obstructions not shown on the Drawings may be encountered during the progress of the work. Should such an obstruction require an alteration to the pipe alignment or grade, the Engineer shall have authority to order a deviation from the Drawings, or the Engineer may arrange for the removal, relocation, or reconstruction of any structures which obstruct the pipeline.

Precautions shall be taken to prevent foreign material from entering the pipe before or while it is being placed in the line. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe. The open ends of pipe shall be closed with a watertight plug, or with other devices approved by the Engineer, at times when pipe laying is not in progress.

Joints of precast concrete boxes shall be grouted in accordance with the manufacturer's recommendations.

3.4 BEDDING AND BACKFILLING

- A. Select bedding and backfill material may be required and shall be so shown on the Drawings. Select bedding materials shall conform to the designated gradation requirements in Section 31 23 43.

Bedding material shall be placed under and around all pipe as shown on the Drawings. Bedding shall be placed in a manner that will minimize separation or change in its uniform gradation. Bedding shall be distributed in 6 inch maximum layers over the full width of the trench and simultaneously on both sides of the pipe. Special care shall be taken to assure full compaction under the haunches and joints of the pipe.

Backfill compaction shall not be attained by inundation or jetting unless approved in writing by the Engineer. Backfill material shall be uniformly compacted the full depth of the trench.

3.5 SURFACE RESTORATION

All streets, alleys, driveways, sidewalks, curbs or other surfaces broken, cut or damaged by the Contractor shall be replaced in kind or as shown on the Drawings.

3.7 CONCRETE CUTOFF COLLARS

Concrete shall meet the requirements of Section 03 30 00.

3.8 CLEAN UP

All rubbish, unused materials and other non-native materials shall be removed from the job site. All excess excavation shall be disposed of as specified, and the right-of-way shall be left in a state of order and cleanliness.

END OF SECTION

Dairy Water Tap Requests (Update)

(Sub-Zone 1, 1A and 4)

October 2025





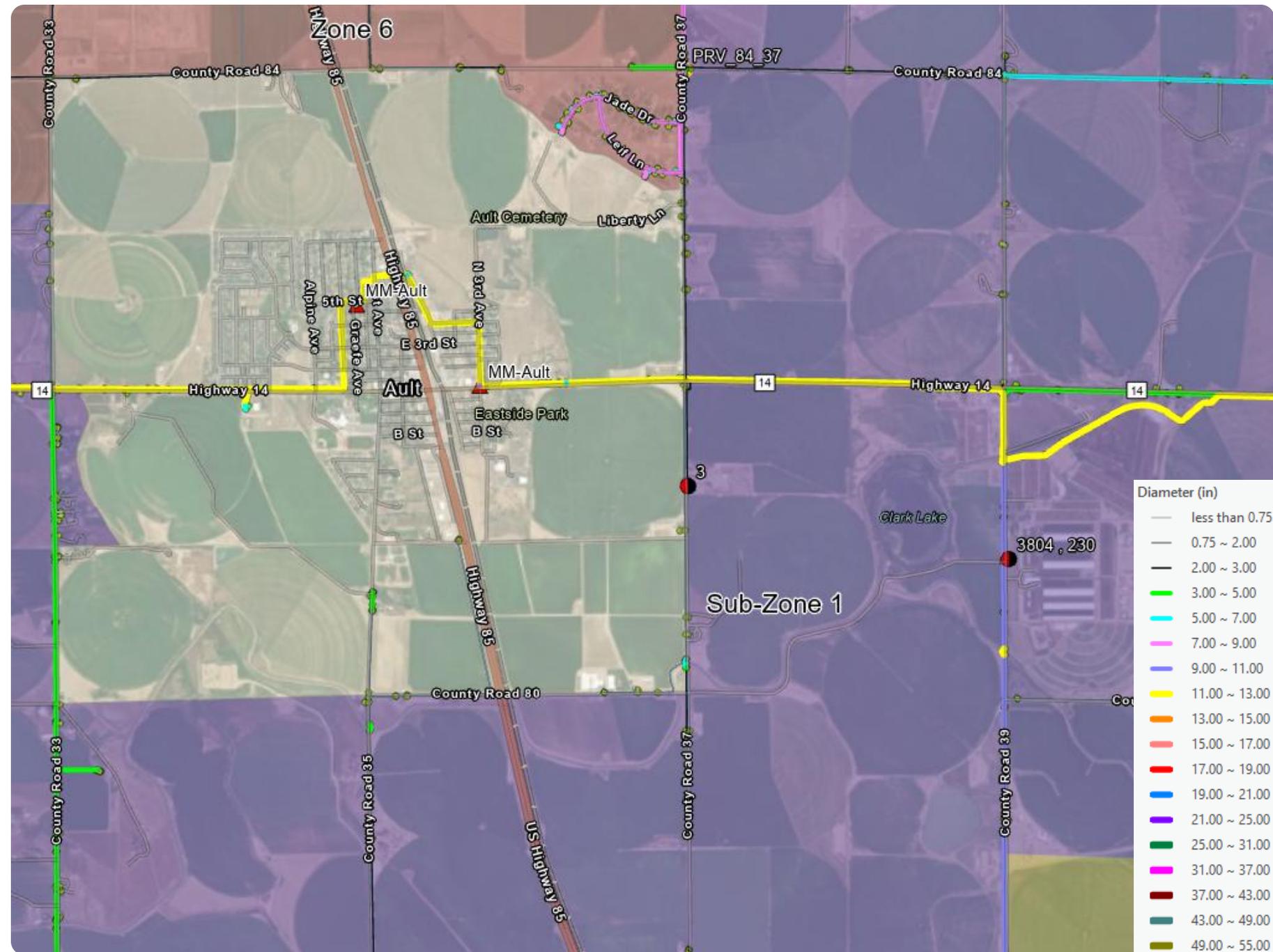
Sub-Zone 1 (CWTR-25015)

Premise 3804

Great Western

Max Flow Requested: 230 gpm

Current Flow: 205 gpm





Sub-Zone 1A Pressure Comparison (PHD)

0 Demand Condition v Max Demand Condition

Minimum pressures during PHD are further reduced in two areas to below the 45-psi threshold when CWTR-25015 (Premise 3804) is flowing at the maximum demand (230 gpm).

Pressure (psi)

● Less than 20

● 20 to 34

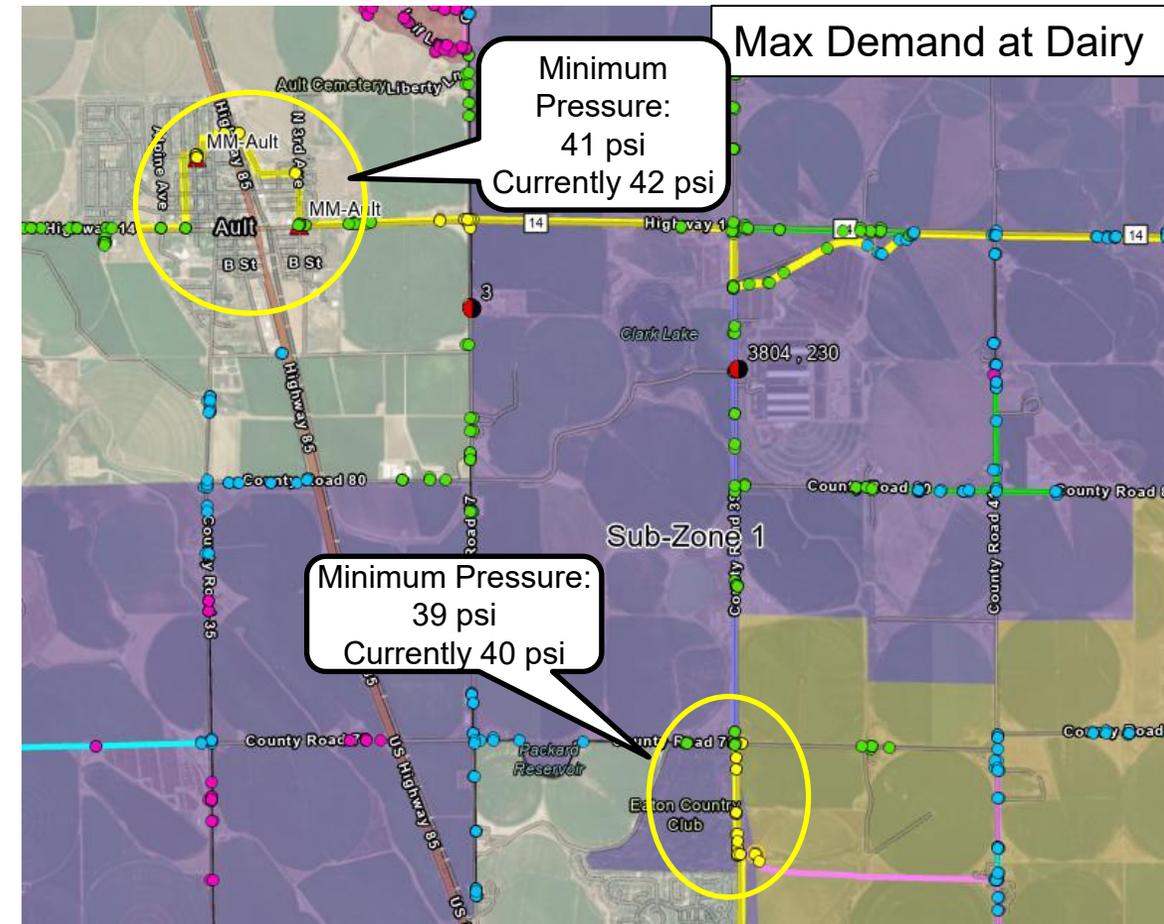
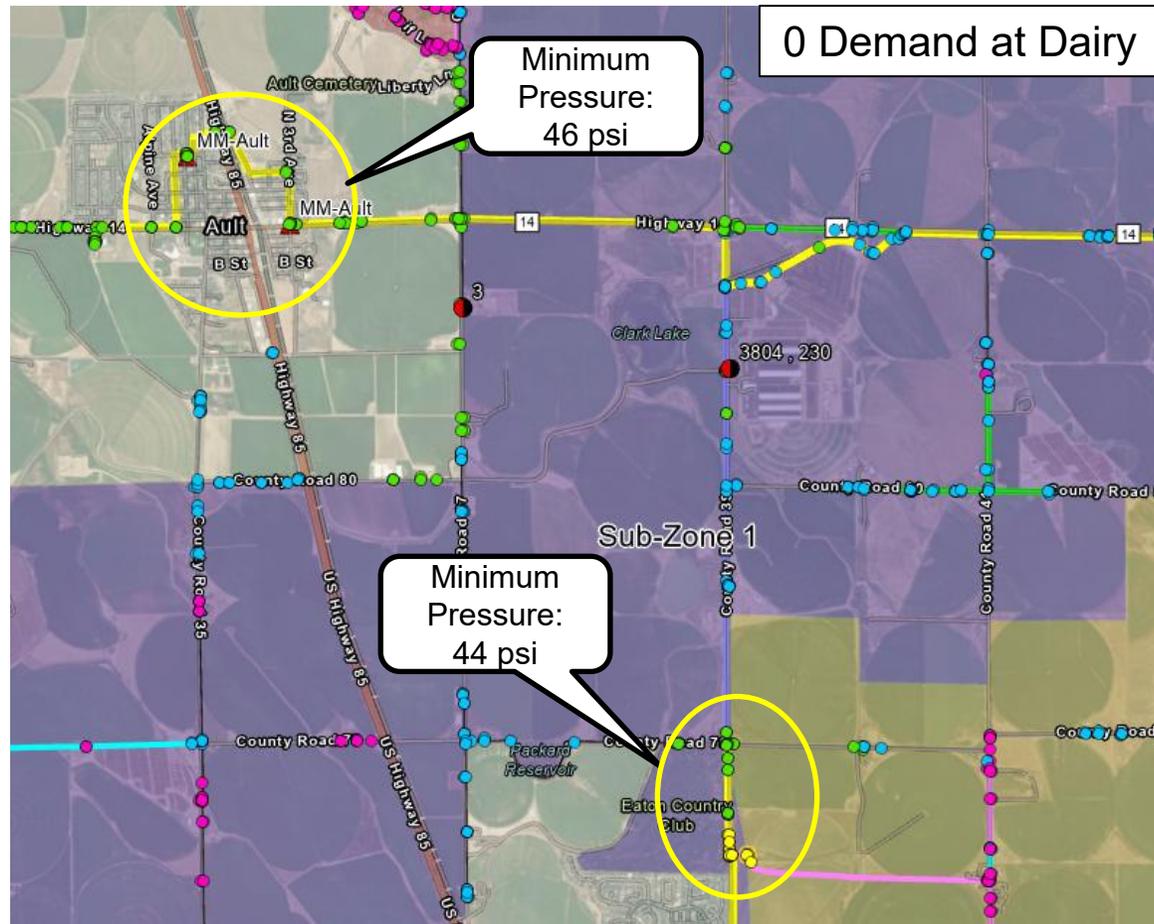
● 35 to 44

● 45 to 59

● 60 to 79

● 80 to 119

● Greater than 120





Sub-Zone 1 CIPs & Improvements

Eaton Pipeline Project

Short Term CIP

CIP #1: Upsize 16-in in CR 80.5 & CR 80 from T1 to PS 6.

Potential CIP:

CIP # 8: Upsize 14-in in CR 80 from PS6 to Ault Master Meter.

There are no improvements in CR 39 that can be made to bring the pressure upstream of PRV_ZONE_3 back to the level observed under 0-demand condition. This is because of the HGL at the intersection of CR 39 and HWY 14.

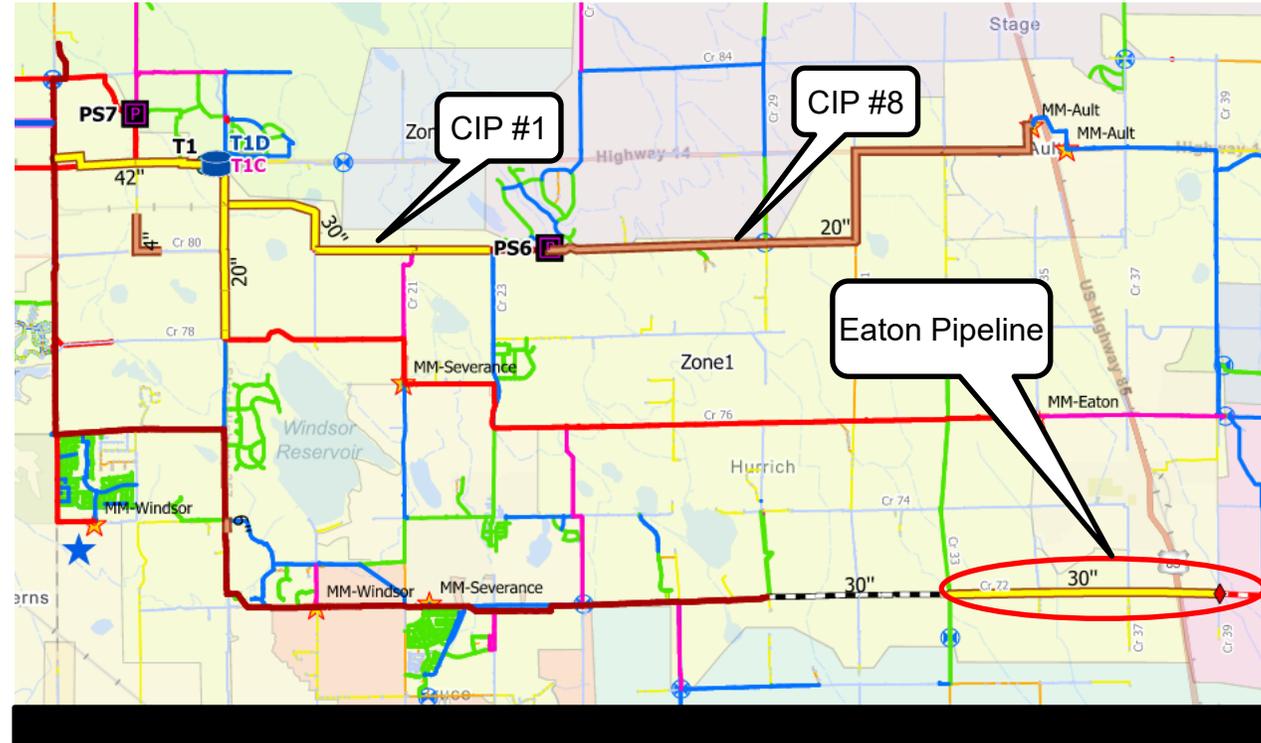


Table 10-2. Recommended Projects and Planning Horizon

Project Number	Description	Diameter, in / Capacity, MG	Sub-zone	Pipe Length (feet)	Planning Horizon	Trigger
1	Additional Storage at Tank 1 (T1C)	5	1	n/a	2025 - 2029	When Sub-zone 1 ADD exceeds 6.5 MG
2	Additional Storage at Tank 4 (T4B)	1	4	n/a	2025 - 2029	When Sub-zone 4 ADD exceeds 0.3 MG
3	Zone 1 East Pipeline from Tank 1 to PS6	30	1	21,000	2025 - 2029	When system ADD exceeds 13 MGD
8	PS6 to Ault	20	1	35,600	2035 - 2040	When demand for Town of Ault exceeds 1.6 MGD

Completion of either the Eaton Pipeline Project or CIP #1 resolves the pressure concerns near Ault and PRV_Zone_3.

- Minimum Pressure near Ault and upstream of PRV_Zone_3
1. Eaton Pipeline Project: ≥ 60 psi
 2. CIP#1: ≥ 50 psi

No recommendations are made at this time.



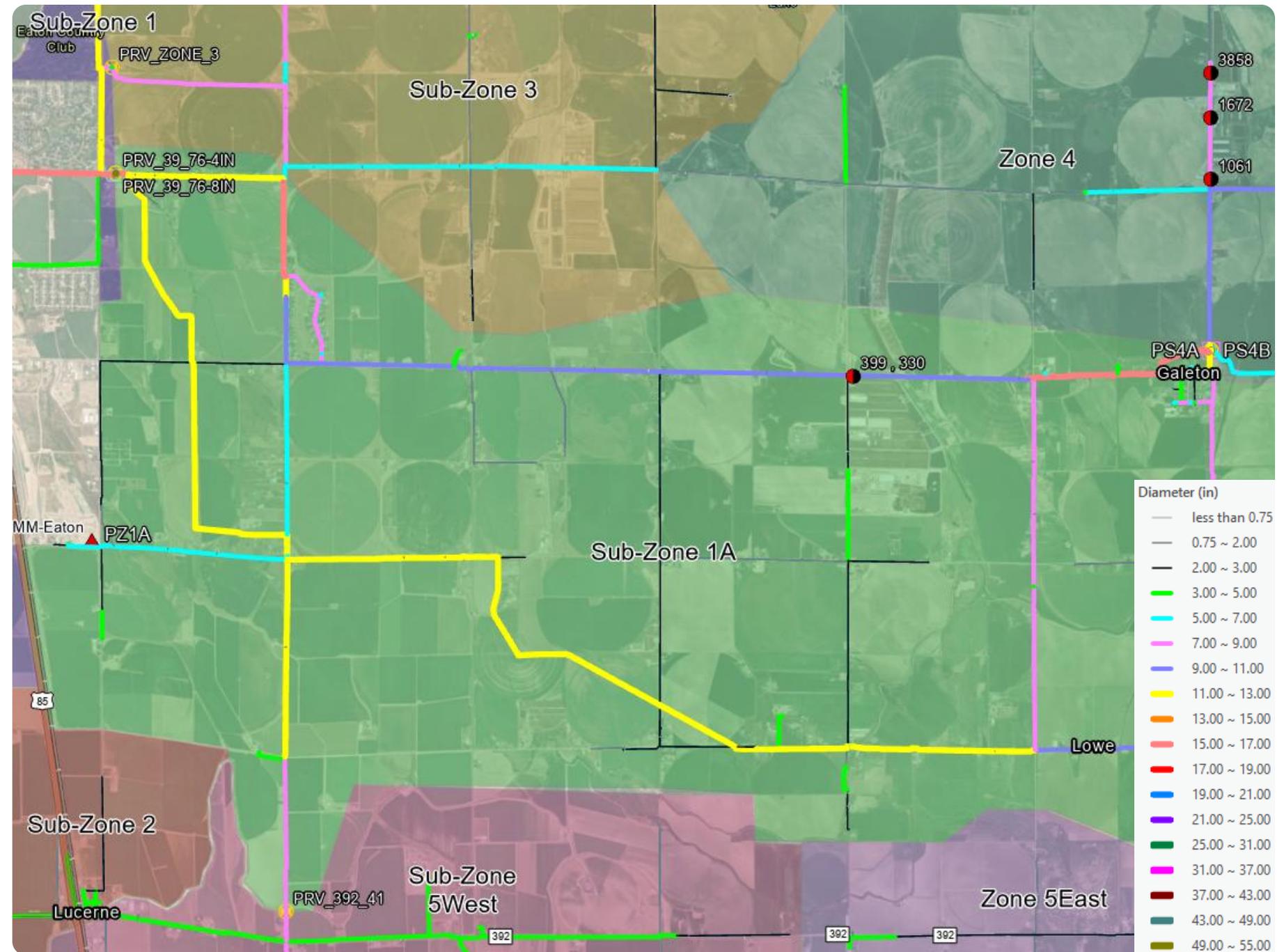
Sub-Zone 1A (CWTR-25003)

Premise 399

John Johnson

Max Flow Requested: 330 gpm

Current Flow: 302 gpm





Sub-Zone 1A CIPs

Long term CIP:

CIP #5: Upsize 10-in in CR 74 from 41 to 45 to 16 inches.

Buildout CIP:

CIP #7: Upsize 10-in in CR 74 from 45 to 49 to 16 inches.

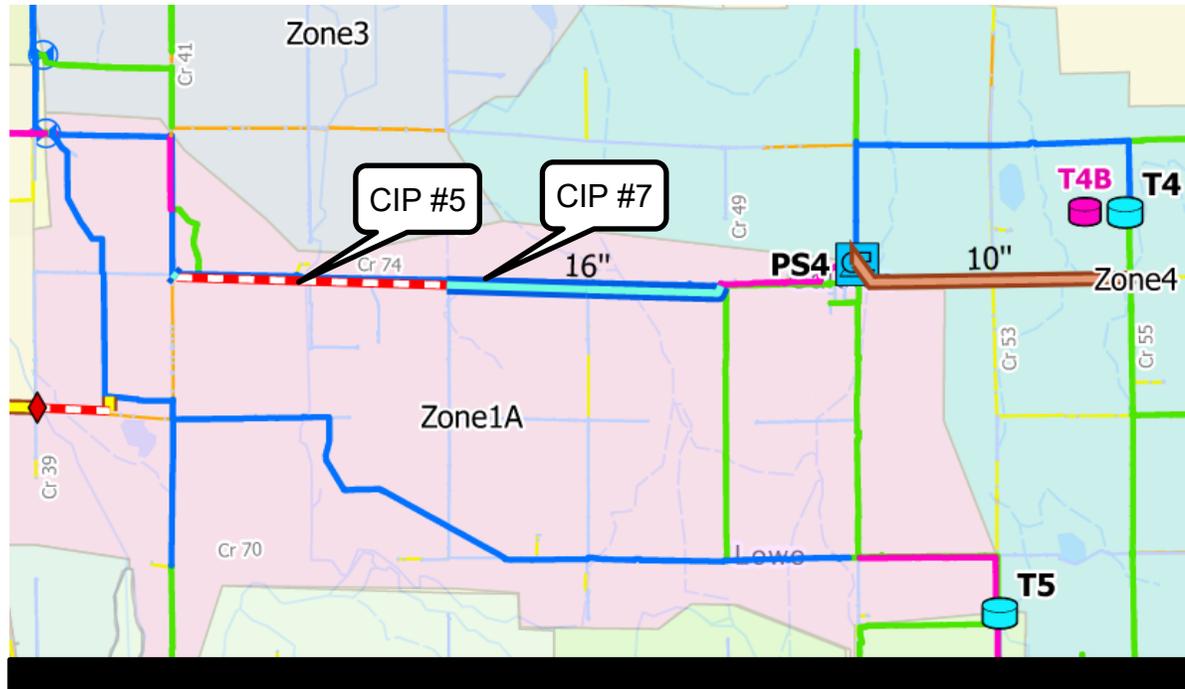


Table 10-2. Recommended Projects and Planning Horizon

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1	Additional Storage at Tank 1 (T1C)	5	1	n/a	2025 - 2029	When Sub-zone 1 ADD exceeds 6.5 MG
2	Additional Storage at Tank 4 (T4B)	1	4	n/a	2025 - 2029	When Sub-zone 4 ADD exceeds 0.3 MG
3	Zone 1 East Pipeline from Tank 1 to PS6	30	1	21,000	2025 - 2029	When system ADD exceeds 13 MGD
4	Zone 1 West - Main Replacement along State Highway 257	20	1	8,000	2025 - 2029	When system ADD exceeds 13 MGD
5	New main from CR 41 to CR 45	16	1A	10,600	2030 - 2034	When Sub-zone 1A ADD exceeds 0.63 MGD
7	New main from CR 45 to CR 49	16	1A	10,600	2035 - 2040	When Sub-zone 1A ADD exceeds 0.7 MGD

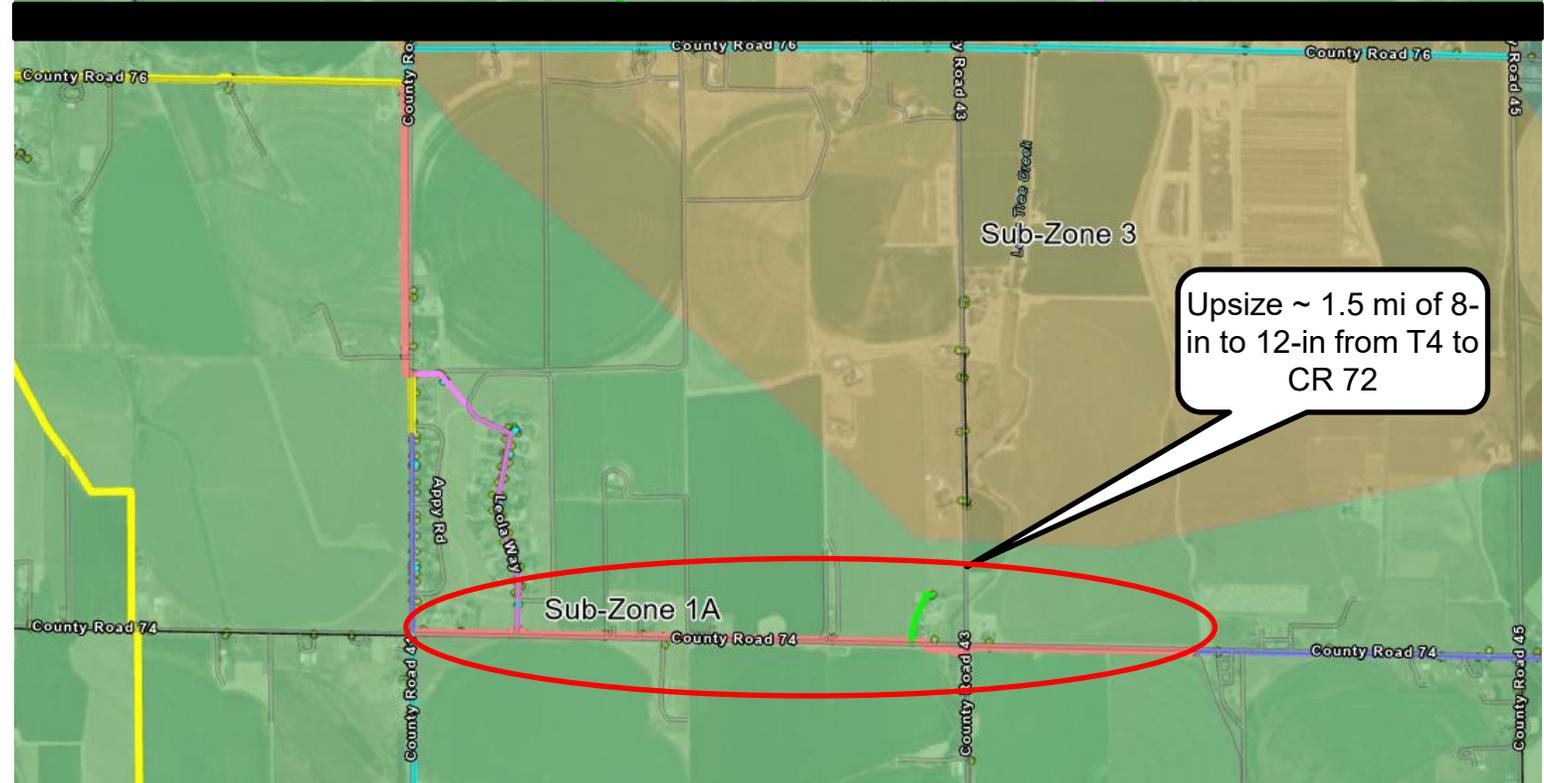
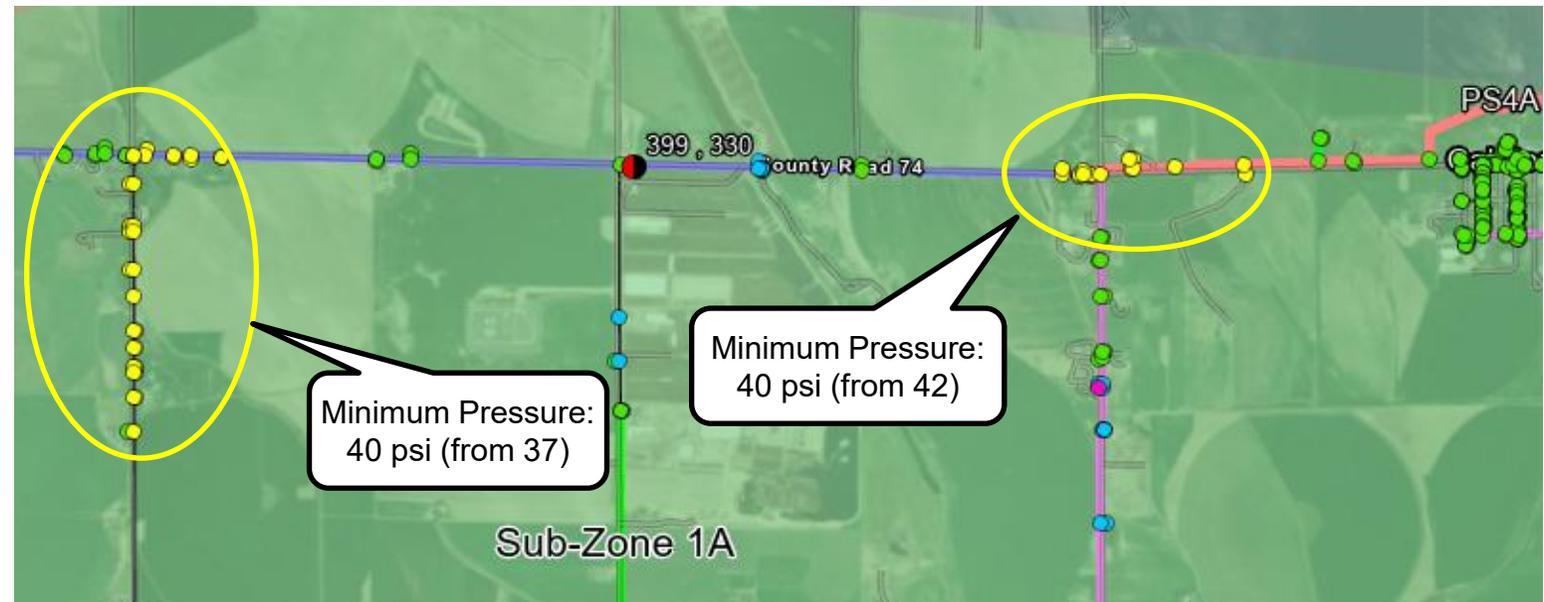


Sub-Zone 1A CIPs

Long term CIP:

Upsize 10-in in CR 74 to 16-in for 1.4 miles.

Note: The full two miles from CR 41 to CR 45 is required to return pressures to the 0-demand condition.



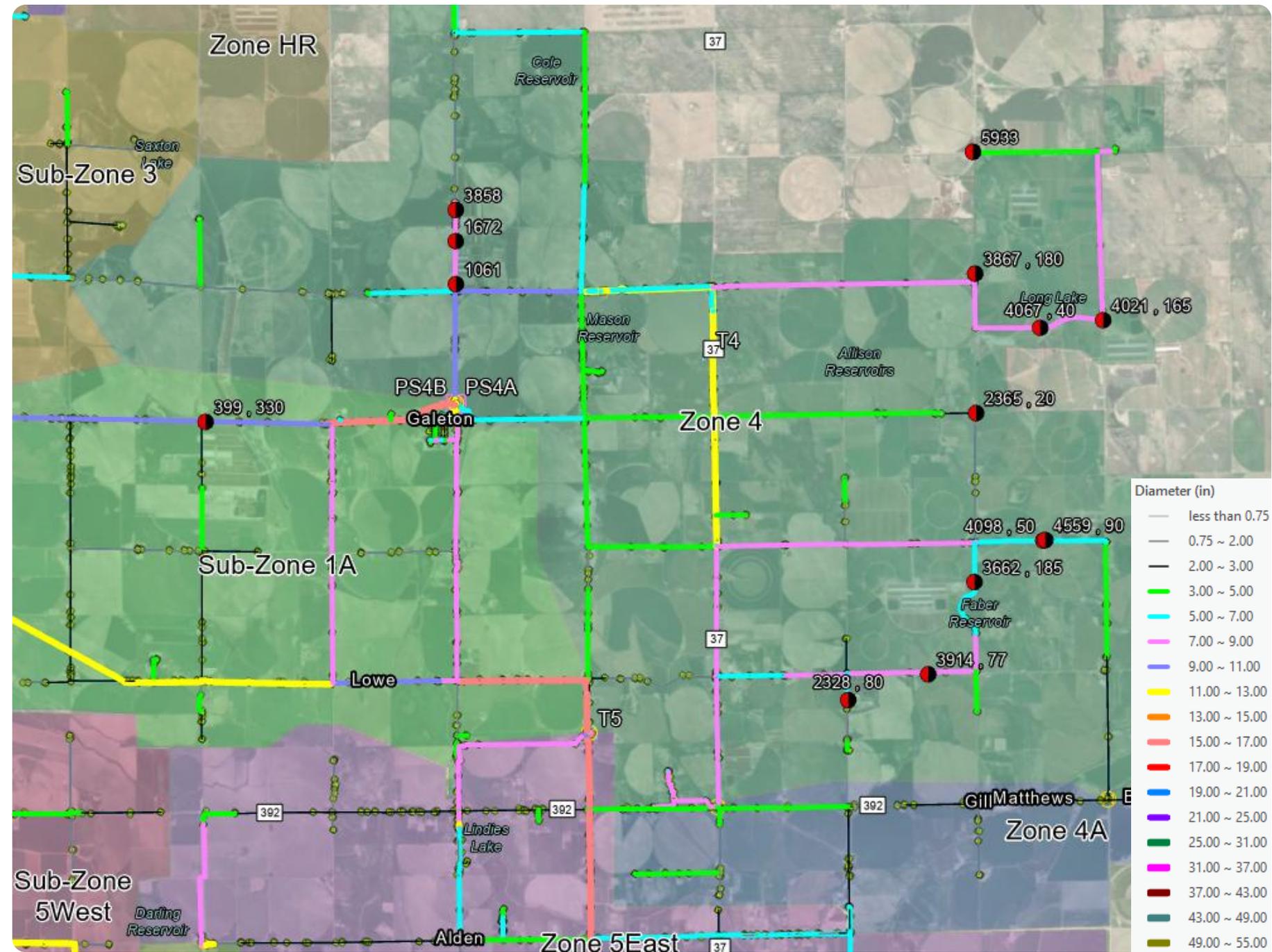


Sub-Zone 4 (Multiple CWTR)

Premises:

2328, 2365, 3662, 3914, 4067,
4098, 4559, 4021 and 3867

2020 ADD – CWTRs: **0.51 MGD**
Max Flow Requested: **1.27 MGD**





Sub-Zone 4 Pressure Comparison (PHD)

0 Demand Condition v Max Demand Condition

Minimum pressures during PHD are reduced in two areas to below the 45-psi threshold when LOI dairies are flowing at their maximum demand per the WTRs.

Pressure (psi)

● Less than 20

● 20 to 34

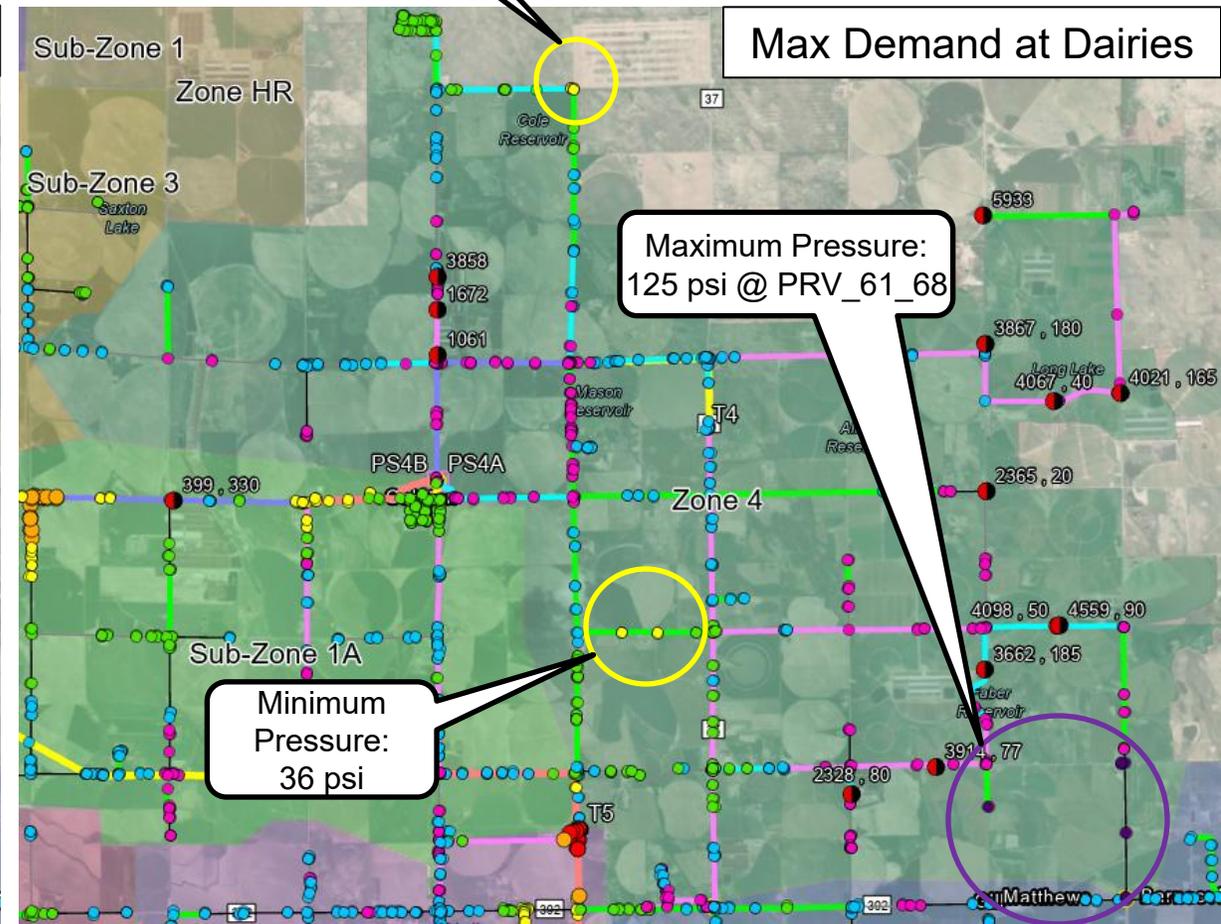
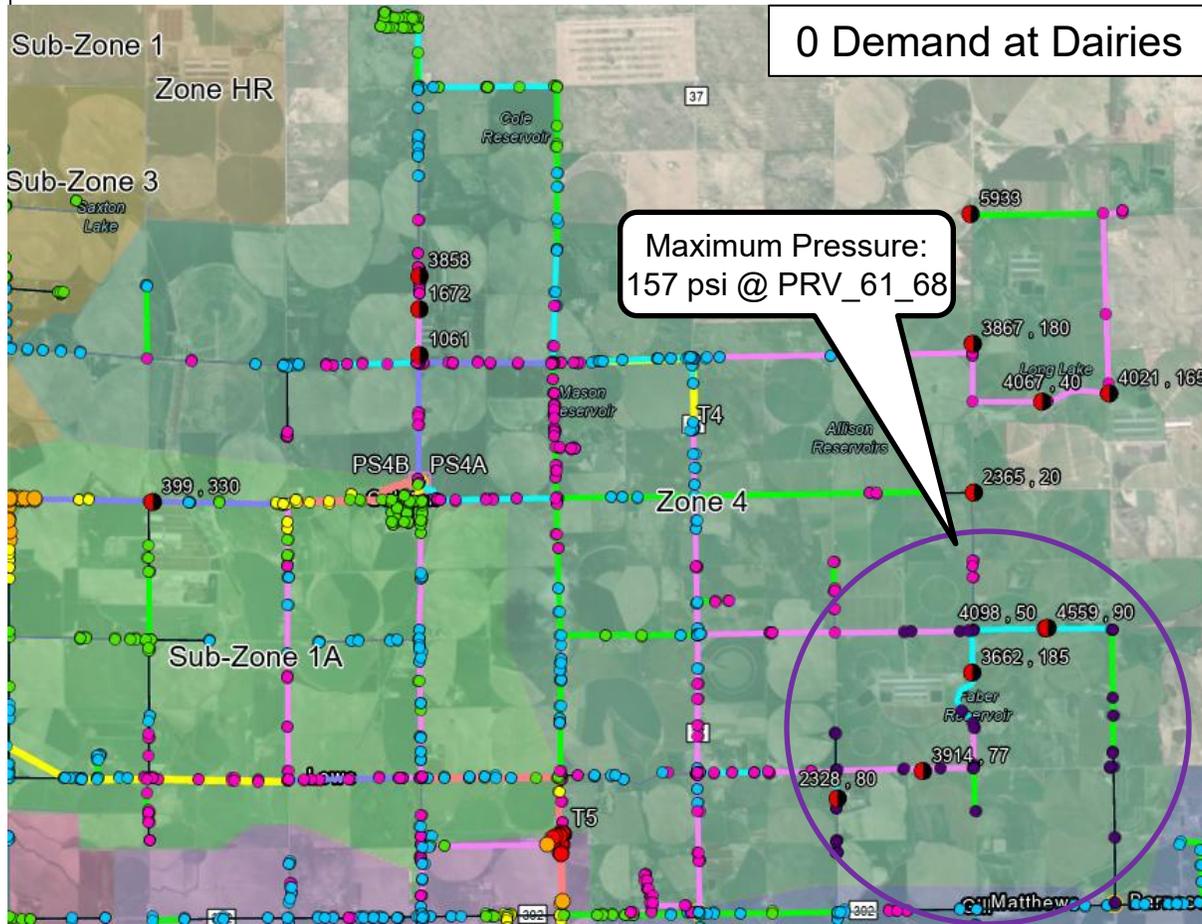
● 35 to 44

● 45 to 59

● 60 to 79

● 80 to 119

● Greater than 120

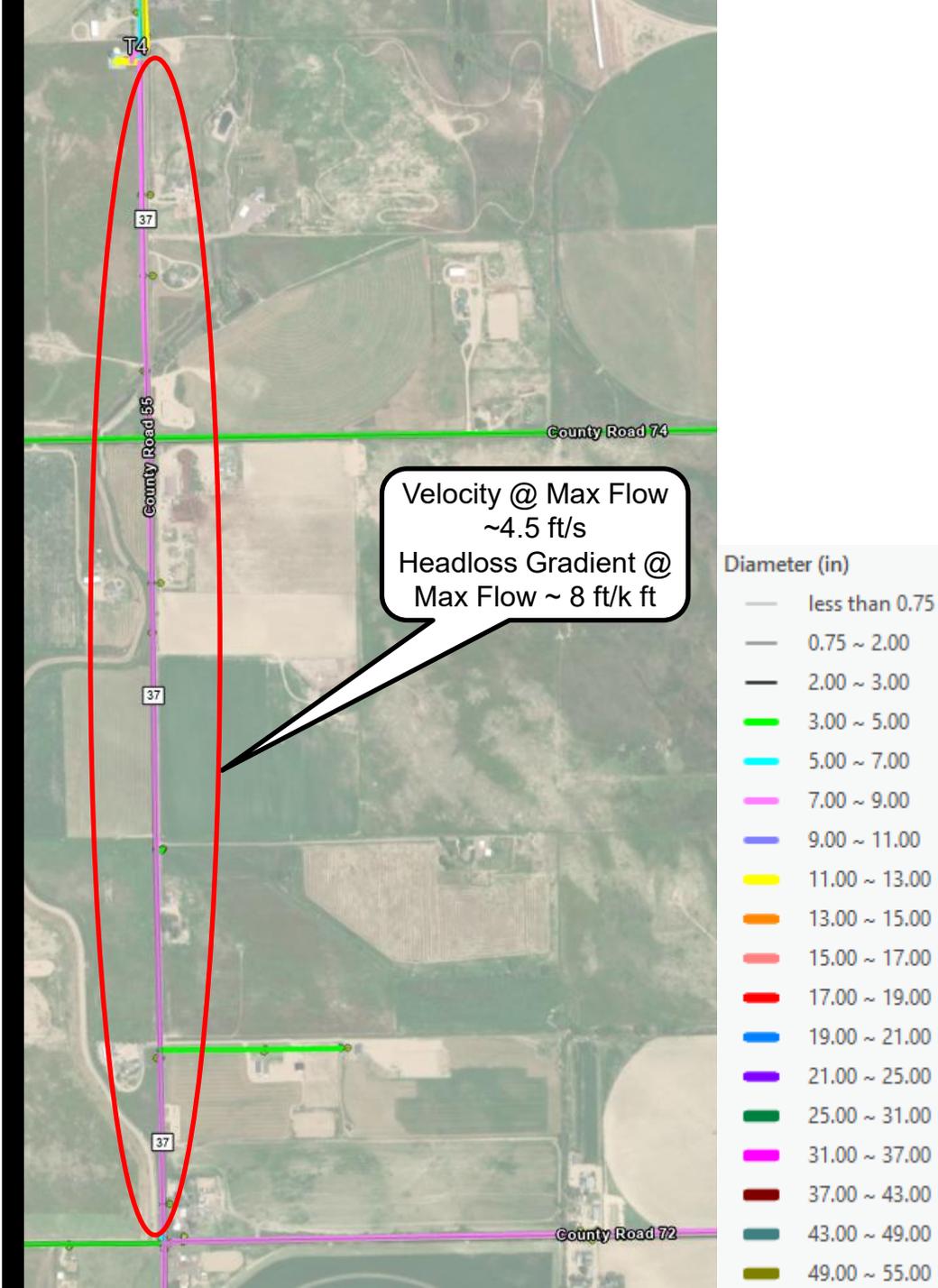




Sub-Zone 4 Improvement Project

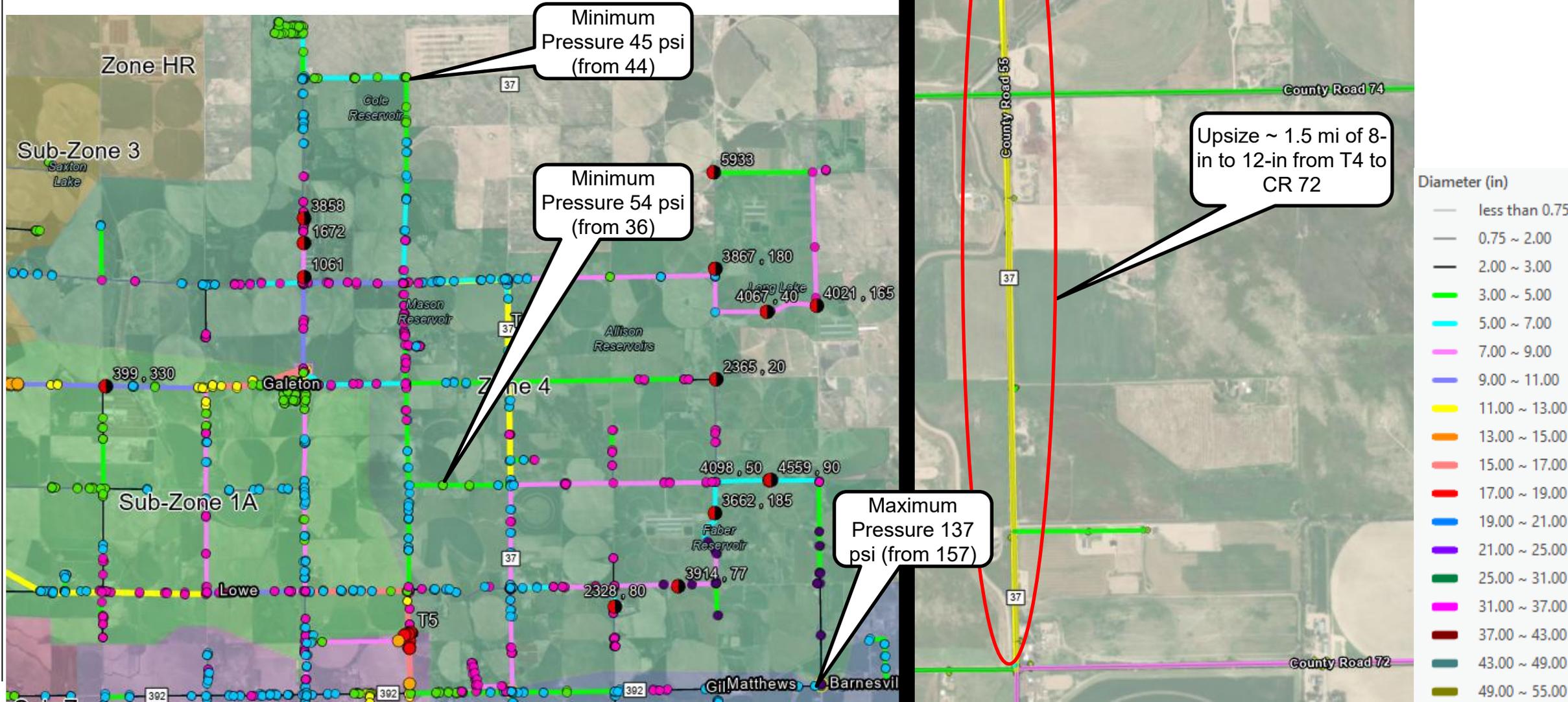
Parameter	Value	Demand Condition
Minimum Pressure (psi)	45	PHD
Maximum Pressure (psi)	145	Static
Minimum Pressure (psi)	20	MDD + FF
Maximum Velocity (ft/s)	6 / 10	PHD & MDD+ FF
Maximum Headloss Gradient		
Pipe Diameter ≤ 8-in	10 ft / 1,000 ft	PHD
Pipe Diameter 8 < D < 16-in	5 ft / 1,000 ft	PHD
Pipe Diameter ≥ 16-in	3 ft / 1,000 ft	PHD

The velocity and headloss gradient in the existing 8-in pipeline that carries water from T4 to the southern dairies is close to the criteria. Furthermore, pressure drops within the zone suggest that the pipeline is undersized for its length.





Sub-Zone 4 Improvement Project





Sub-Zone 4 Storage Evaluation

Table 8-3. Storage Capacity Evaluation

2020 ADD: CWTRs: 0.51 MGD

Tank	1	4	5	6	7
Existing Average Day Demand (MG)	6.8	1.3	0.5	0.7	0.6
Fire Flow (MG)	0.6	0.1	0.1	0.2	0.2
Existing Storage (MG)	6.5	0.3	0.5	0.5	1.0
Required Storage = ADD ¹ +FF (MG)	7.5	1.3	0.6	0.9	0.8
Surplus / Deficit (MG)	-1.0	-1.0	-0.1	-0.4	0.2

Note:

¹ ADD for each tank includes demands for primary zone and all its subzones.

4 additional CWTRs in this sub-zone (Premise 3858, 1672, 1061 and 5933) have an ADD of **0.23 MGD**.

Accounting for all Dairies with an LOI in Sub-Zone 4, the total ADD is **0.74 MGD**.



Summary

Sub-Zone 1:

- CWTR-25015 (3804) further reduces sub-zone pressures below the 45-psi pressure criteria near Ault and upstream of PRV_Zone_3.
- Completion of the Eaton Pipeline Project or CIP#1 will significantly improve pressures to that area (≥ 60 psi, ≥ 50 psi respectively). Therefore, no recommendations are made at this time.

Sub-Zone 1A:

- CRTW-25003 (399) further reduces sub-zone pressures to below the 45-psi criteria along CR 74 near the intersection of CR 45 and CR 49.
- CIP #5 improves pressures along this pipeline. The full 2 miles is required to raise the pressure to at or above the 0-demand condition.

Sub-Zone 4:

- Multiple CWTRs reduce pressures to below the 45-psi pressure criteria in CR 72 between CR 53 and CR 55 and near the intersection of CR 80 and CR 53.
- The 8-in, T4 discharge pipeline in CR 55 is close to exceeding the velocity and headloss gradient criteria, therefore it is recommended to upsize ~ 1.5 mi of 8-in pipeline to 12 inches.
- Sub-Zone 4 is storage deficient with current storage capacity of 0.3 MG. The total storage required for this sub-zone is 1.3 MG of which the Sub-Zone 4 CWTRs are responsible for 0.74 MG of the required storage. Additional storage is recommended.

AMENDED AND RESTATED WATER SERVICE AGREEMENT
(Town of Pierce)

This Amended and Restated Water Service Agreement is made and entered into by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise, ("North Weld" or "District") and the Town of Pierce ("Town"), (Collectively "Parties.")

RECITALS

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

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

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are empowered to contract to provide any function, service or facility lawfully authorized to be provided by each of the Parties; and

WHEREAS, North Weld (individually or in cooperation with others) maintains and operates a system for the treatment, storage and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, the Town owns, maintains and operates a separate and independent system for the storage of and distribution of potable water to its residents and customers; and

WHEREAS, the Town and North Weld have entered into various agreements and amendments to facilitate the treatment and delivery of treated water from North Weld's system to the Town's system; and

WHEREAS, the Parties' prior agreements and amendments shall be further described and defined below; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., North Weld is empowered to fix and from time to time increase or decrease Fees and Charges for services, programs or facilities furnished by North Weld; and

WHEREAS, the Parties previously entered into the Original Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety as more fully set forth below for the purpose of defining the respective rights, duties, obligations and interests of the Parties from and after the Effective Date.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is agreed by and between the Parties as follows:

ARTICLE 1
AMENDMENT AND RESTATEMENT

This Agreement amends, restates and supersedes in its entirety the Original Agreement. From and after the Effective Date, the terms and provisions of this Agreement shall exclusively govern the rights, duties and obligations of the Parties with respect to the Town's provision of treatable water to North Weld, the Town's purchase of water treatment and delivery services from North Weld, and North Weld's obligation to treat and deliver such water to the Town as provided herein. All Exhibits hereto are incorporated herein by reference.

ARTICLE 2
INTERGOVERNMENTAL AGREEMENT

It is the intention of the Parties that this Agreement, including all Exhibits hereto, shall be considered a mutually binding and enforceable agreement between the Parties pursuant to the provisions of the Colorado Constitution; §§ 32-1-101, *et seq.*, C.R.S.; § 29-1-203, C.R.S.; the Local Government Land Use Enabling Act, §§ 29-20-101, *et seq.*, C.R.S.; and the powers inherently granted to the Parties by the State of Colorado.

ARTICLE 3
DEFINITIONS

3.1 "Additional Standard Plant Investment Taps" or "ASPIT" shall mean the additional number of Standard Plant Investment Taps the Town shall purchase within 30 days of the Effective Date, as more particularly set forth in Exhibit A.

3.2 "Agreement" shall mean this Amended and Restated Water Service Agreement by and between North Weld and the Town.

3.3 NOT USED

3.4 "Cash in Lieu of Water Fee" shall mean the amount paid by the Town, as determined solely by North Weld in accordance with its then-current policy, as may be amended from time to time, for an allocation of 70% of an acre-foot of water (i.e., 228,000 gallons) representing the average delivery of water delivered by Northern Water for one (1) unit of contractual ownership of the waters of Northern Water. To the extent North Weld's then-current policy does not permit payment by the Town of a Cash in Lieu of Water Fee, the Town shall not be permitted to pay a Cash in Lieu of Water Fee and shall instead be required to dedicate to North Weld all water required to enable North Weld to provide the Town with treated water.

3.5 "CBT" shall mean the Colorado-Big Thompson Project.

3.6 **"Commitment"** shall mean North Weld's obligation to Furnish treated water as set forth in Section 4.1 of this Agreement.

3.7 **"Conservation Plan"** shall refer to a plan created by the Town in accordance with Section 4.8 of this Agreement.

3.8 **"Cost of Service Rate Study"** shall mean a cost-of-service rate study commissioned by North Weld from an independent professional contractor specializing in rate studies, as more particularly set forth in Article 9 of this Agreement.

3.9 **"Current Standard Plant Investment Taps" or "CSPIT"** shall mean the number of Standard Plant Investment Taps currently owned by the Town, as more particularly described in Exhibit A.

3.10 **"Delivery Point"** shall mean the point(s) at which North Weld delivers treated water to the Town's system through a Master Meter, which point(s) are more particularly set forth in Exhibit A.

3.11 **"Delivery Pressure Range"** refers to the minimum and maximum pressures that can be expected at the Delivery Point as determined using North Weld's hydraulic model.

3.12 **"Distance Fee"** shall mean the fee per mile per Additional Standard Plant Investment Tap charged by North Weld, as more particularly set forth in Exhibit B.

3.13 **"District Board"** shall mean the Board of Directors of North Weld.

3.14 **"Effective Date"** shall be the date first appearing above.

3.15 **"Extraordinary Water Usage Event"** shall mean an unpredictable event of limited duration that causes unusually high water usage by the Town in excess of the Minimum Town Storage Tank Volume set forth on Exhibit A. for more than seventy-two (72) continuous hours, such as a water line break, unusual water demand for fire suppression, or similar unanticipated and random accidents or temporary emergencies.

3.16 **"Fees and Charges"** shall mean all fees, rates, tolls, penalties and charges imposed by North Weld, specifically including, but not limited to, Distance Fee, Plant Investment Fee, and Usage Fee, but excluding the Raw Water Surcharge.

3.17 **"Furnish"** when used with regard to the Commitment shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide treated water at the Delivery Point(s) but does not include the obligation to construct localized storage, pumping, transmission or distribution facilities downstream of the Master Meter which may be constructed by the Town as part of the Town's facilities.

3.18 **"gpm"** shall mean gallons per minute.

3.19 **"Impossible"** shall mean a circumstance in which North Weld is prevented from performing under the terms and provision of this Agreement. Such a circumstance must be beyond the control of North Weld and must not be created by any actions or failures to act of North Weld.

3.20 **"Initial Town Fees and Charges"** shall mean the initial Fees and Charges charged to the Town as of the Effective Date of this Agreement as more particularly set forth on Exhibit B.

3.21 **"Master Meter"** shall mean the Town's master meter(s) (owned by North Weld) as more specifically set forth in Exhibit A.

3.22 **"Master Meter Station"** shall mean the master meter stations containing the Master Meter, as more particularly set forth in Exhibit A.

3.23 **"Maximum Annual Delivery Volume"** or **"Maximum ADV"** shall mean the maximum volume of treated water in MG to be delivered to the Town and is calculated as the number of the total Standard Plant Investment Taps, including ASPITs, purchased by the Town times the delivery volume of 228,000 gallons for each Standard Plant Investment Tap and as set forth in Exhibit A.

3.24 **"Maximum Day Demand"** shall mean the volumetric flow rate of water used during the twenty-four (24) hour period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.25 **"Maximum Delivery Flow"** or **"MDF"** shall mean the maximum total flow in gpm to be delivered to the Town based on the number of total Standard Plant Investment Taps, including ASPITs, purchased (for this value, 1 Standard Plant Investment Tap is equal to 1 gpm), regardless of the number of Master Meter Stations. If the Town owns more than one Master Meter Station, North Weld may dictate the amount of flow at each Master Meter Station to meet the hydraulic needs of North Weld.

3.26 **"MG"** shall mean millions of gallons.

3.27 **"MGD"** shall mean millions of gallons per day.

3.28 **"Minimum Annual Delivery Volume"** or **"Minimum ADV"** is, except as provided below, the minimum volume of treated water in MG that the Town will pay for on an annual basis and is calculated as 90% of the average of the past three years of annual usage as measured at the Delivery Point, or 90% of the Maximum ADV, whichever is greater, as more particularly set forth in Exhibit A.

3.29 **"Minimum Raw Water Obligations"** shall mean one hundred ten percent (110%) of the total measured treated water usage measured at the Master Meter Station for the previous Water Year plus any anticipated increases in usage.

3.30 **“Minimum Town Storage Requirement”** shall mean the minimum volume of storage tank facilities, in MG, and will be no less than one day of the Maximum Day Demand based on the past Water Year’s usage excluding, however, water usage resulting from an Extraordinary Water Usage Event, all based upon information provided to North Weld by the Town, as, in good faith, reviewed and accepted by North Weld, all as more particularly set forth in Exhibit A.

3.31 **“North Weld”** shall mean the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

3.32 **“Northern Water”** shall mean the Northern Colorado Water Conservancy District.

3.33 **“NPIC”** shall mean the non-native water attributable to shares in the North Poudre Irrigation Company.

3.34 **“Original Agreement”** shall mean and include the following agreements and amendments:

- Water Service Agreement (Master Meter), between the Town and North Weld, dated October 29, 2001.

3.35 **“Parties”** shall mean, collectively, North Weld and the Town.

3.36 **“Peak Hour Demand”** shall mean the volumetric flow rate of water used during the 60-minute period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.37 **“Plant Investment Fee”** shall mean the amount paid to North Weld for the right to receive delivery of treated water allocated to one Standard Plant Investment Tap.

3.38 **“psi”** shall mean pounds per square inch.

3.39 **“Rate of Return”** shall mean the rate charged for reimbursement for a deficit in contributions related to the use of the facilities for which the Town has benefitted but has not fully reimbursed the District.

3.40 **“Raw Water Requirement”** shall mean the annual amount of raw water provided by the Town to the District which is capable of treatment and delivery by North Weld in the amount of one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town’s use of potable water for the ensuing Water Year.

3.41 **“Raw Water Surcharge”** shall mean the additional fee charged by North Weld for use of District-owned raw water when the Town’s annual usage in any Water Year exceeds the Raw Water Requirement provided to the District as more fully set forth in Section 10.2 of this Agreement.

3.42 **“Standard Plant Investment Tap”** shall mean the right to use North Weld’s water system assets to deliver a maximum of 70% of 1.0 acre-foot of water (i.e., 228,000 gallons and 1 gpm on a peak flow basis).

3.43 **“Standard Water Tap”** shall mean a ¼-inch residential water tap or equivalent to which is allocated 228,000 gallons of District-treated water during each Water Year, which volume of water is based upon the historic delivery of seventy percent (70%) of an acre-foot of water for each contract unit of water from Northern Water.

3.44 **“Town”** shall mean, collectively, the Town of Pierce and the Town’s Water Utility Enterprise.

3.47 **“Town Enterprise”** shall mean the Water Utility Enterprise established by the Town and recognized as such by the Board of Trustees of the Town of Pierce.

3.46 **“Town Service Area”** shall mean the area described and depicted on **Exhibit C**, as hereafter modified pursuant to Section 11.1 of this Agreement.

3.47 **“Uncontrollable Forces”** shall mean any cause beyond the control of the obligated party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such party could not have reasonably been expected to avoid, and the application of land use regulations imposed upon or impacting the District by third party jurisdictions for the installation and construction of distribution system components (water pipelines, pump stations, etc). The term **“Uncontrollable Forces”** shall not include the failure to make any payment required by either party under the terms of this Agreement.

3.48 **“Usage Charge”** shall mean the amount charged by North Weld to the Town based upon the volume of potable water used by the Town and measured at the Town’s Master Meter, as more particularly set forth in **Exhibit B**.

3.49 **“Water Supply”** shall include, but is not limited to, water resulting from existing water supplies, future water supply projects and development of existing and after-acquired water rights.

3.50 **“Water Year”** shall mean the period of time commencing on November 1 of each year and terminating on October 31 of the next succeeding year, which dates correspond with those established by Northern Water.

3.51 **“Wholesale Discount Rate”** shall mean the percentage applied to North Weld’s retail Usage Charge to recognize North Weld’s cost savings in providing water to the Town as a wholesale customer which provides its own internal water system storage tanks to meet Peak Hour Demands.

3.52. "WG" shall mean the Windy Gap Project.

3.53 "WSSC" shall mean the Water Supply and Storage Company.

ARTICLE 4 TREATED WATER SUPPLY

4.1 North Weld shall Furnish, and the Town shall purchase and receive from North Weld through the Soldier Canyon Water Treatment Plant (unless otherwise determined by the District), treated water for the operation of the Town's water system in, as applicable for a given year, the Minimum Annual Delivery Volume, Maximum Annual Delivery Volume, Maximum Delivery Flow in gpm, and minimum and maximum pressures in psi, all as are more particularly set forth in Exhibit A. By no later than September 1 of each year, the Town will provide to North Weld estimates of its projected maximum day and average day needs for the following Water Year. The annual water parameters may be modified by written agreement of the Parties. The Town shall not provide service to users or property outside the limits of Northern Water's boundaries using water that is subject to this Agreement.

4.2 The Town agrees to purchase treated water Furnished by North Weld at its Soldier Canyon Water Treatment Plant for operation of the Town's water system up to the Maximum Annual Delivery Volume, and in no event less than the Minimum Annual Delivery Volume. Provided the Town purchases treated water up to the Maximum Annual Delivery Volume, treated water in excess of such volume may also be obtained by the Town from third party sources other than North Weld. Under no circumstance shall the Town have any right to use North Weld facilities to transfer water obtained by the Town from third party sources. The Town further agrees that if Additional Standard Plant Investment Taps are sold to the Town by the District, the Minimum Annual Delivery Volume and Maximum Annual Delivery Volume will be adjusted by adding 228,000 gallons per Additional Standard Plan Investment Tap.

4.3 The water to be Furnished by North Weld to the Town at the Delivery Point shall be potable water which complies with the Federal Safe Drinking Water Act and all other applicable drinking water regulations. North Weld shall have no responsibility for maintaining the quality of water within the Town's water distribution system located downstream of the Delivery Point and the Town shall assume sole responsibility for such water quality within the Town's water distribution system located downstream of the Delivery Point. North Weld shall make arrangements for all testing necessary to ensure that the water Furnished under this Agreement complies with Federal and State drinking water standards at the Delivery Point. No promise or guarantee of pressure is made by North Weld or is to be implied from anything contained herein, except as set forth in Exhibit A.

4.4 North Weld's Commitment shall be limited only by the occurrence of factors which make it Impossible for North Weld to meet the Commitment.

4.5 At any time, the Town may purchase or otherwise acquire surface, raw water rights and/or other non-potable waters for transfer to North Weld if such water rights: (i) are

capable of being delivered to and treated by the water treatment system utilized by North Weld; and (ii) are usable in North Weld's water supply system. North Weld agrees to accept such water rights and, subject to the other provisions of this Agreement, including the Maximum Annual Delivery Volume of water to be Furnished to the Town, which would be adjusted if such transfer occurred, Furnish to the Town an additional amount of treated water. In such instance, the Parties shall execute a written amendment to this Agreement. The amount of additional treated water shall be equivalent to the annual yield of the conveyed water rights, as determined by North Weld in good faith at its sole discretion based on analysis and recommendations of competent water resource professionals, using the same annual yield methodology used by North Weld in the operation and management of its own water rights and water system, less water losses due to treatment and conveyance of water through North Weld's delivery system, and other reasonable factors as may be determined by North Weld.

4.6 The minimum and maximum pressures to be provided by North Weld are set forth in Exhibit A and shall be satisfied at the Delivery Point(s) only. The Town shall be responsible for regulating water pressures and maintaining the potable water quality within the Town's system after the Delivery Point(s).

4.7 The Parties recognize that North Weld's Water Supply, as well as the Town's Water Supply which is transferred by the Town to North Weld, is dependent upon natural water resources that are variable in quantity of supply from year to year. North Weld shall use reasonable efforts to accurately forecast availability of North Weld's Water Supply and shall notify the Town of any anticipated shortages or for an actual failure of North Weld's Water Supply due to inadequate run-off or other occurrence beyond the reasonable control of North Weld. In times of such shortage or failure, water use may be curtailed in a manner to be determined by North Weld; provided, however, that such curtailment on use shall be applied generally in a uniform manner to all North Weld wholesale and retail customers which have dedicated similarly curtailed water supply to the District, both inside and outside the Town. North Weld is not responsible for making up the yield shortfall resulting from natural causes beyond its reasonable control.

4.8 The Town has created and will continue to implement a Conservation Plan for the efficient and wise use of water throughout the Service Area. A copy of this Conservation Plan and any future amended Conservation Plans shall be submitted to North Weld to allow North Weld to integrate the Town's Conservation Plan with any Conservation Plans adopted by North Weld. The Town's Conservation Plan shall provide for the adoption and continuance of such policies or the taking of such action as may be required of the Town as a recipient of water from North Weld by Federal and/or State law.

4.9 North Weld shall use reasonable diligence to provide a constant and uninterrupted supply of treated water except for interruption or reductions due to: (1) Uncontrollable Forces; or (2) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of North Weld, necessary. Except in the case of an emergency or Uncontrollable Forces, the Town will be given prompt advance written notice of such

interruptions. In case of disruption due to an emergency or Uncontrollable Forces, the Town shall be provided prompt written notice after the commencement of the disruption.

4.10 Neither party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE 5 RAW WATER

5.1 Unless the raw water has been dedicated to North Weld as provided herein, the Town shall annually provide to North Weld the Raw Water Requirement for treatment and delivery by North Weld, in the amount equal to one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use for the ensuing Water Year. Raw water provided to North Weld shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage by the Town is equal to one hundred percent (100%) of actual water usage plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of treated water delivered from the Soldier Canyon Filter Plant to the Delivery Point(s) at the Master Meter.

5.2 The Raw Water Requirement shall be provided from CBT, WG, NPIC, or from any other source reasonably acceptable to North Weld which is at least as usable to North Weld as CBT or WG water at North Weld's sole discretion. In addition, water provided by WS&S which is: (i) transferred to North Weld; (ii) adjudicated for municipal usage; and (iii) capable of being treated at the Soldier Canyon Filter Plant shall be deemed acceptable to satisfy the Raw Water Requirement. In the event WS&S water is used to satisfy the Raw Water Requirement, the Town acknowledges that water shares must be transferred into the name of North Weld. In the event the Town ceases to obtain water service from North Weld pursuant to this Agreement, North Weld shall re-transfer to the Town the WS&S water previously transferred to North Weld by the Town. All fees and costs associated with the transfer of any water by the Town to North Weld or retransferred by North Weld to the Town shall be paid by the Town.

5.3 North Weld shall have no obligation to acquire, rent or own any additional raw water necessary to meet the Town's Raw Water Requirement. The Town shall be solely responsible for making arrangements for the transfer of all raw water necessary to meet the Raw Water Requirement.

5.4 In the event the Town does not provide sufficient raw water to North Weld to meet its Raw Water Requirement, North Weld shall give the Town written notice of such insufficiency, as nearly as possible at least thirty (30) days prior to the time when such additional raw water will be necessary. If, after such notice, the Town fails or refuses to

provide sufficient additional raw water, North Weld may, in its sole discretion, provide such raw water as more fully provided in Section 10.2, below.

ARTICLE 6 NORTH WELD FACILITIES

6.1 North Weld shall be responsible to take such actions and make such connections between the Town's system and North Weld's system as are necessary to enable North Weld to supply water service to the Town as provided in this Agreement. The Town shall reimburse North Weld for all reasonable and documented costs and expenses related thereto. Prior to North Weld incurring expenses that are subject to reimbursement by the Town, the Town shall be consulted and approve such expenses in writing, which approval shall not be unreasonably withheld.

6.2 North Weld has installed and will maintain the necessary metering equipment and Master Meter Station(s). North Weld has designed the Master Meter Station(s) and flow control devices, in accordance with the specifications of North Weld. The Town shall reimburse North Weld for all reasonable costs and expenses, including, but not limited to, design, location, construction and installation costs and expenses associated with all equipment and vault(s) replaced or added after the date of this Agreement at the Delivery Point that benefit the Town and are required for North Weld to satisfy the terms of this Agreement. The Town shall be consulted and shall approve the design, location and expenses for said equipment and vault(s) in writing, which approval shall not be unreasonably withheld. North Weld acknowledges receipt of payment or reimbursement by the Town for all equipment and Master Meter Stations installed by North Weld for the Town as of the Effective Date of this Agreement.

6.3 North Weld has installed, owns, operates and will maintain flow-restricting device(s) at the existing Master Meter Station. Said device(s) shall be capable of controlling the flow rate to the Town within the rates provided on Exhibit A. The Town may be responsible for charges based on deliveries at flow rates greater than the flow rates stated in this Agreement.

6.4 North Weld shall own and maintain North Weld's water system, including any interconnection facilities, water line, pump station and treatment plant facilities necessary to serve the Town as required by this Agreement, up to the outlet valve on the Town's side of the Master Meter Station. North Weld shall own the Master Meter, the Master Meter Station, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by North Weld. For the purpose of determining operations and maintenance responsibility, the Town shall be responsible for all maintenance and operations from the outlet valve on the Town's side of the Master Meter Station.

ARTICLE 7 TOWN FACILITIES

7.1 As of the Effective Date, the Town is served through facilities installed, operated and owned by North Weld. The Town has previously installed at its expense the Master Meter Station. The Master Meter Station is located at the location depicted on Exhibit B. Any future Master Meter Stations deemed appropriate and necessary by the Town and North Weld shall be installed in accordance with Article 6 at the sole expense of the Town. If the Town determines it is necessary to install any additional Master Meter Stations, and after consulting with North Weld and obtaining approval by North Weld, before any such additional Master Meter Station is installed, the Parties intend to amend the exhibits to this agreement to allocate the number of Standard Plant Investment Taps in use by the Town to each Master Meter Station.

7.2 The Town owns and will continue to be responsible for construction, operation and maintenance of its distribution lines and other system facilities on the Town's side of the Delivery Point. The Town shall undertake all proper steps to prevent connections to the Town's water system which would in any way permit water produced in or by the Town to enter North Weld's distribution system by back-flow, back-pressure or otherwise, so as to prevent the quality of water in North Weld's transmission system from being affected by water produced in or by the Town.

7.3 North Weld will deliver water in accordance with the parameters set forth in Exhibit A. The Town agrees that it will maintain water storage tanks on the Town's side of the Delivery Point to meet the volume requirements between the Maximum Day Demand and Peak Hour Demand, and shall use water from its storage tanks to meet such volume requirements between the Maximum Day Demand and Peak Hour Demand. The minimum volume of such storage tank facilities will be no less than one day of the past Water Year's maximum day demand as measured at the Delivery Point excluding, however, water usage resulting from an Extraordinary Water Usage Event. North Weld shall be permitted to change the Usage Charge by adjusting the Wholesale Discount Rate applied to North Weld's retail Usage Charge if the Town fails to maintain the minimum tank volume and, within two (2) years of written notice from the District to the Town concerning such failure, fails to construct and operate additional storage tank facilities sufficient to maintain the required minimum tank volume. In the event the Town fails to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand, the District shall notify the Town of its failure, and after conferral between the Town and the District, the District shall give the Town reasonable time, but not more than 30 days, to cure the failure. If the Town does not cure the failure, the District may impose such published fines and penalties on the Town for failure to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand.

7.4 The Town shall maintain its facilities in good repair at all times and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

7.5 Subject to the minimum pressure and minimum supply provisions of this Agreement, the Town agrees that it will, at all times, operate its water distribution system so as not to unreasonably interfere with service to others dependent upon North Weld for a supply

of water. Specifically, the Town agrees that it will operate its facilities, especially any pumping or storage facilities, in coordination with operation of District facilities and will install and use such devices, including telemetry, as are necessary to effectuate such coordination; provided, however, that the Town shall not be required to pay for the installation of any physical changes to its water distribution system required only to benefit others outside the Service Area.

ARTICLE 8 MASTER METER

8.1 North Weld shall read the Master Meter at monthly intervals, under its own meter reading schedule. If requested by the Town, North Weld shall give the Town notice of any master meter reading and allow a Town representative to be present and observe.

8.2 Once every five (5) years, North Weld shall test and calibrate the Master Meter at North Weld's cost. At any time, upon the Town's written request, North Weld shall make or cause to be made a special meter test at the Town's cost. North Weld shall notify the Town in advance of any master meter test and allow a Town representative to be present.

8.3 The Master Meter shall be tested and read pursuant to American Water Works Association standards. If a test of any master meter determines that the reads for the master meter are inaccurate, the master meter reading shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests, provided that no correction shall be made for a longer period than such inaccuracy may be determined by North Weld to have existed.

8.4 If any master meter fails to register for any period, the Town and North Weld shall agree to the amount of water furnished during such period and North Weld shall render a bill to the Town therefor. If no agreement can be reached by the Parties, the billing shall be based upon historical usage data.

8.5 If at any time the Town desires to change the location of any Master Meter Station or install any additional Master Meter Stations, North Weld will attempt to accommodate such request if, in the sole and reasonable opinion of North Weld, such relocation or installation of any additional Master Meter Stations will not detrimentally affect North Weld's water system in any manner. The Town shall be responsible for any and all costs and expenses associated with the relocation or installation of any additional Master Meter Stations, of any type or kind, thereof.

ARTICLE 9 FEES AND CHARGES

9.1 For the use of treated water provided by North Weld hereunder, the Town shall pay North Weld all Fees and Charges imposed by North Weld at the then-current rates reflected in North Weld's current fee schedule, including Rate of Return Fees established by

the District. Fees and Charges may be adjusted by North Weld at any time pursuant to Colorado law and as provided in this Agreement. Currently, the Town receives a Wholesale Discount Rate for Fees and Charges, as more particularly set forth in Exhibit B. The Wholesale Discount Rate shall remain in effect until North Weld completes a Cost-of-Service Rate Study. Adoption by the North Weld Board of the Cost-of-Service Rate Study shall establish the Fees and Charges to be charged for water service to the Town as of the date of the Cost-of-Service Rate Study, at which time the Wholesale Discount Rate shall be eliminated. The Cost-of-Service Rate Study shall establish, as of the time of adoption, the new schedule of Fees and Charges imposed by North Weld for water service to the Town, which Fees and Charges may be adjusted thereafter in accordance with this Agreement and Colorado law and as more particularly set forth in this Article 9.

9.2 The Parties acknowledge and agree that North Weld will adopt water service Fees and Charges sufficient to totally and fully reimburse North Weld for all costs of Furnishing water under this Agreement, including, but not limited to, recovered return on investment, in accordance with the then-current fee Cost-of-Service Rate Study as thereafter set forth in a resolution, as may be revised and adopted by North Weld Board from time to time. The Parties agree that the duration of this Agreement is such that the passage of time will require changes in the Fees and Charges to be made for the provision and use of water hereunder.

9.3 At least thirty (30) days prior to consideration adoption of revised Fees and Charges based on a Cost-of-Service Rate Study, North Weld will provide to the Town a copy of the Cost-of-Service Rate Study upon which North Weld desires to base its updated Fees and Charges.

9.4 North Weld shall provide written notice to the Town when it is anticipated that the Fees and Charges will change or any projected operation, maintenance or capital improvement cost will affect the Fees and Charges to be paid by the Town provided that:

a. North Weld shall notify the Town at least thirty (30) days prior to District Board meeting at which: (i) North Weld Board considers a proposal for an increase in Fees and Charges; and (ii) prior to scheduling any formal action by North Weld Board with respect to such proposal to increase Fees and Charges. The Parties acknowledge that North Weld Board meetings referenced in this subsection 9.4.a. may be one in the same.

b. North Weld shall notify the Town of new Fees and Charges within ten (10) days after North Weld Board has adopted them.

c. The new Fees and Charges shall not become effective sooner than thirty (30) days after they have been adopted by North Weld Board.

9.5 The Parties recognize that it is the intent of the Plant Investment Fee to defray a portion of the costs incurred by North Weld to supply treated water to the Town. So long as the Town's demand stays within the Maximum Annual Delivery Volume or Maximum

Delivery Flow specified on Exhibit A, no additional Plant Investment Fees will be required from the Town. Notwithstanding, and for the avoidance of doubt, North Weld shall only be entitled to additional Plant Investment Fees when the Town purchases ASPITs.

9.6 Should the Town request additional demand above the Maximum Annual Delivery Volume or Maximum Delivery Flow as calculated pursuant to this Agreement, after the Town's purchase of the ASPITs set forth in Exhibit A, the Town shall make written request to North Weld for such additional potable water service. Upon receipt of the Town's written request, North Weld shall have sixty (60) days within which to determine whether it is willing to provide such additional potable water service and the terms upon which it is to be supplied, and shall provide written notice of its determination within a reasonable time thereafter. Any approval to provide additional potable water services shall be at the sole discretion of the Board of Directors of North Weld. Under no circumstances shall the District be obligated to sell any additional plant investments not considered ASPITs set forth in Exhibit A to the Town outside the requirements of this Agreement. If North Weld agrees to provide such additional potable water service, the Parties shall execute a written acknowledgment of the purchase and payment shall be in the form of the purchase of ASPITs, and enter into an amendment to this Agreement.

9.7 Billing for each month shall be made on or about the last day of the month and payment shall be due thirty (30) days thereafter. Any bill not paid within forty-five (45) days of receipt by the Town shall be delinquent and the Town shall pay an additional delinquent fee of ten percent (10%) of the unpaid monthly billing for the undisputed portion of the bill. If the Town disputes any portion of the bill, the Town shall provide written notice to North Weld on or before forty-five (45) of receipt of the bill. If the Town refuses or fails to pay the undisputed portion of a bill by the due date, North Weld may discontinue delivery of potable water hereunder upon ninety (90) days' written notice to the Town of its intention to do so.

9.8 The Town agrees that Fees and Charges for water service provided under this Agreement shall be governed by the provisions of this Agreement, except that North Weld shall be required to comply with all State and Federal laws and regulations.

ARTICLE 10 RAW WATER EXPENSES

10.1 In addition to payment of the Fees and Charges, the Town shall pay for all costs associated with acquisition of raw water by the Town and temporary transfer of the same to North Weld, and any periodic charges or assessments related to such raw water. To the extent required, upon conferral between the Parties and agreement of the Town in writing, the Town shall pay the agreed-upon costs and/or expenses involved in changing North Weld's operations to facilitate use of the Town's raw water from a provider other than Northern Water.

10.2 On the condition that North Weld provided the requisite notice and opportunity to provide additional raw water as set forth in Section 5.4, above, the Town shall pay a Raw Water Surcharge as determined by North Weld for any potable water Furnished to the Town for which North Weld provided raw water to meet the Town's Minimum Raw Water

Obligation during a Water Year. Such Raw Water Surcharge shall constitute a surcharge to the Town in addition to the Fees and Charges and shall be for the purpose of compensating North Weld for the use of North Weld's raw water to satisfy the Town's Minimum Raw Water Obligation. The Raw Water Surcharge is due, if at all, thirty (30) days after the end of the Water Year. The Raw Water Surcharge shall be an amount equal to ten percent (10%) of North Weld's then applicable Cash in Lieu of Water Fee. North Weld shall promptly notify the Town of any change in the determination of such charge.

For the purpose of illustrating the manner in which the Raw Water Surcharge is computed and using the Cash in Lieu of Water Fee in effect as of January 1, 2021, which amount is \$58,000.00, and which amount will be modified from time to time, the following example is provided:

Raw Water Surcharge = water used by the Town in excess of the Raw Water Requirement provided by the Town divided by (228,000)¹ x [(Cash in Lieu of Water Fee x 10%)]

Surcharge= ² 8,000,000 / 228,000 x [(³ \$58,000.00 x 10%)]

Surcharge= 35.08772 x \$5,800.00

Surcharge= \$203,508.78

¹ Average CBT delivery rate.

² Fictional amount of 8 million gallons.

³ Assume Cash in Lieu of Water Fee in the amount of \$58,000 for a unit of raw water for a 3/4" tap.

ARTICLE 11 TOWN SERVICE AREA

11.1 The Town Service Area shall consist of the real property identified on the map set forth in Exhibit C, as may be modified by the Parties as set forth herein.

a. Annexation of Property Not Served By North Weld and Not Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld and such property is not included within the boundaries of North Weld, the Town may annex the property and provide water service to the property with no further action required by North Weld. In such instance, within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish

North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

b. Annexation of Property Not Served by North Weld But Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld but such property is included within the boundaries of North Weld, the Town shall require the property owner to file a petition to exclude the property from North Weld pursuant to § 32-1-501, C.R.S., prior to receiving water service from the Town. North Weld agrees to consider such petition to exclude in good faith, but reserves the right to deny the petition in accordance with § 32-1-501, C.R.S. and continue as the water service provider. Within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

c. Annexation of Property Served by North Weld. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is then receiving water service from North Weld, the Town shall not provide water service to the annexing property unless and until the requirements set forth in Section 11.3 of this Agreement are met in full. Upon full satisfaction of the requirements set forth in Section 11.2 of this Agreement, the Town shall require the owner of the property proposed for annexation to file a petition to exclude from North Weld pursuant to § 32-1-501, C.R.S., and to disconnect from North Weld's system in accordance with Section 11.3 of this Agreement, prior to receiving water service from the Town. North Weld agrees to consider such petition to exclude in good faith, but reserves the right to deny the petition in accordance with § 32-1-501, C.R.S. and continue as the water service provider. North Weld agrees, subject to the District Board's legislative authority, to approve the request for exclusion. Within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

d. Map of Town Service Area. By December 31 of each year, the Town shall provide North Weld with an updated map depicting the then-current Town Service Area including all annexations which occurred during the year. The map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

11.2 Property Within Town Service Area Not Served by Town. It is understood and agreed that the Town shall have the responsibility for serving new water service customers within the Town Service Area and that North Weld will not serve customers within the Town Service Area without the express written consent of the Town and under the terms and conditions set forth herein.

a. The Parties intend and agree that new water service customers within the Town Service Area shall first be required to make application to the Town for service. North Weld has and will continue to refer any requests that it receives for water service within the Town Service Area to the Town.

b. As to any new water taps applied for within the Town Service Area that can be serviced by the Town, the Town agrees to provide such service and receive payment for such service in accordance with all fees and charges imposed by the Town for the taps as if the taps were within the Town limits.

c. It is further understood and agreed that at the time an application for new service is made, there may be certain areas within the Town Service Area that cannot be served by the Town. In such event, after the Town has declined to provide service to the property in question, the property owner may request service from North Weld which may, in its sole discretion, grant or deny the request to provide service to that applicant.

In the event North Weld elects to provide service to an applicant within the Town Service Area after the Town has declined to provide such service, such service shall be provided only upon the following requirements being fulfilled by the applicant:

i. Payment of all fees and charges and/or dedication of raw water as may be required by North Weld.

ii. Written assurance from the applicant that at such time as North Weld receives notice from the Town that it is prepared to serve the applicant, the applicant will voluntarily connect to and pay all costs of connecting to the Town's system and disconnecting from North Weld's system pursuant to Section 11.3 of this Agreement.

iii. If the property seeking service is not located within North Weld's boundaries, the applicant shall petition North Weld for inclusion into its boundaries in accordance with §§ 32-1-401, *et seq.*, C.R.S.

11.3. Disconnection from North Weld's Water System.

a. Any customer desiring to disconnect from North Weld's system shall make a request in writing to North Weld. North Weld agrees to consider such request in good faith. North Weld will determine what impact, if any, the disconnection will have on the remainder of North Weld's system. Any customer disconnecting from North Weld's system shall pay all fees and costs associated with North Weld's review of the request for disconnection, shall pay all fees and costs associated with infrastructure changes necessary to accommodate the disconnection, and shall pay all fees and charges associated with the disconnection.

b. At such time as a customer's transfer from North Weld's system to the Town's system has been accomplished, the Town shall be credited with one Standard Plant Investment Tap, which shall include the Raw Water Requirement associated with the Standard Plant Investment Tap and shall not be count against any new taps that Town may otherwise be entitled to purchase. In the event the tap size exceeds a Standard Water Tap, any increase in size will result in a credit of the tap count in proportion to the increased tap size. For tap sizes above a Standard Water Tap size, the District agrees to transfer the appropriate ASPITs and the water allocation that is equivalent to the current allocations at that tap at the time of the transfer.

c. The Parties acknowledge and agree that at the time of a transfer of a tap within the Town Service Area from North Weld's system to the Town's system, the Town shall be required, to the extent those fees were not already recovered from the party seeking disconnection, to fairly compensate North Weld for services and facilities, at the depreciated value, taken over by the Town from North Weld and/or abandoned by North Weld, including, but not limited to, any costs incurred by North Weld to modify its system for the disconnection. Nothing in this Agreement shall be interpreted as preventing the Town from collecting any such compensation from third parties through separate agreements, including, but not limited to, annexation agreements or subdivision improvement agreements.

11.4 North Weld's Water Service Outside Town Service Area. North Weld shall have the unrestricted right to issue water taps and serve customers anywhere outside the Town Service Area. The Town agrees that it shall not request or seek transfer of water service to any customers located outside the Town Service Area subsequent to the Effective Date of this Agreement, including the assertion of any such right under § 32-1-502, C.R.S., or otherwise, unless the Town Service Area is modified pursuant to Section 11.1 to include property owned by such customers. Except as set forth in this Article 11, North Weld shall have the unrestricted right to issue water taps and provide water service to customers applying to North Weld for water service.

ARTICLE 12
TERM

12.1 This Agreement shall be effective on the Effective Date set forth above and remain in effect until fifty (50) years from the Effective Date ("Original Term"), and shall automatically renew for an additional fifty (50) year term ("Renewal Term"), unless otherwise terminated pursuant to this Article 12.

12.2 Except as set forth in Section 9.7, above, with respect to non-payment for water service, if either party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified herein, and the defaulting party will have six (6) months from and after receipt of the notice to cure the default. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance. Notwithstanding the foregoing, if this Agreement is terminated by North Weld due to a material breach by the Town for reasons other than non-payment for water service, North Weld will not cease water service to the Town until after two (2) years from the written date of notice of the breach.

12.3 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled. Either party hereto may also seek specific performance of this Agreement and specific performance shall not be considered to be an election of the only available remedy.

12.4 In the event the Town wishes to terminate this Agreement during the Original Term or a Renewal Term, it shall provide written notice to North Weld of its intent at least twenty (20) years prior to the intended date of termination in accordance with the notice provisions of this Agreement. Upon the giving of such notice, this Agreement shall terminate twenty (20) years thereafter. At the end of this period, North Weld will not be required to refund any portion of previously paid Plant Investment Fees. During this twenty (20) year period, the Town shall be obligated to take and pay for, or in the alternative, pay for, the Minimum Annual Delivery Volume of water set forth on Exhibit A computed in accordance with the formula set forth therein. Nothing herein shall be construed as limiting the Town's right to take and pay for an amount of water in excess of the amount determined during the twenty (20) year period, subject only to the peak demand limitations otherwise set forth in this Agreement. If the Town has transferred any water rights to North Weld for purposes of this Agreement, North Weld shall, upon termination, re-transfer such water rights to the Town.

12.5 The Parties acknowledge and agree that, prior to the Effective Date, North Weld was required to finance, construct, install and/or otherwise enhance water infrastructure necessary to provide water service to the Town. Further, in order to do so, North Weld incurred and/or entered into financial obligations, including, but not limited to, revenues bonds, associated therewith, which financial obligations were in addition to those

improvements otherwise financed with the Plant Investment Fees. As such, if the Town elects to disconnect any or all of its system from North Weld's system and to no longer receive water service from North Weld, in the event there are any outstanding financial obligations of North Weld related to the facilities necessary to serve the Town, the Town shall remain responsible for its proportionate share of the outstanding obligations, including any refinancing or refundings thereof, until those obligations are paid in full. For the avoidance of doubt, this section does not require payment for the types of disconnections contemplated in Article 11.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Rules and Regulations. The Town agrees to adopt and enforce within the Town Service Area rules and regulations reasonably compatible with those of North Weld related to the delivery and use of potable water. The Town agrees to abide by all fees and charges and rules and regulations of North Weld.

13.2 Easements. The Town agrees to work in good faith to obtain and provide, at no cost to North Weld, any easements needed for North Weld to provide water to the Town at a Delivery Point other than the Delivery Point existing on the Effective Date of this Agreement as set forth on Exhibit A.

13.3 Independent Systems. The Parties agree that each party owns its own water distribution system and each is a separate and independent system from the other. Each party shall obtain and maintain throughout the term of this Agreement insurance in the type and amounts standard for such systems in Colorado.

13.4 No Vested or Future Rights. Except as other provided herein, neither party hereto shall, by reason of this Agreement, or the use of water thereunder, or otherwise, acquire vested or adverse right or future right, in law or equity, in the water rights owned by the other party.

13.5 Entire Agreement / Prior Agreements. All prior agreements between the Parties with respect to the provision of water service are hereby terminated and determined to be null and void as of the Effective Date of this Agreement. The Town and North Weld agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly agree that no representations other than those specifically set forth in this Agreement have been relied upon by either party to induce it to enter into this Agreement. Unless otherwise provided herein, this Agreement may not be modified except by a writing executed by both Parties.

13.6 Prevailing Party: Venue. The Parties agree that, in addition to any other remedies afforded by law or in equity, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the non-prevailing party, to the extent permitted by law, agrees to pay all costs of such action as actually incurred

by the prevailing party, including attorneys' fees. Venue for any legal action shall be in District Court of Weld County, State of Colorado.

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

13.8 Assignment. Neither party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. Any attempted assignment of this Agreement in whole or in part with respect to which the other party has not consented, in writing, shall be null and void and of no effect whatsoever. Notwithstanding the foregoing, the Parties hereto expressly agree that should North Weld create a water activity enterprise pursuant to and in accordance with §§ 37-45.1-101, *et seq.*, C.R.S., North Weld may elect to assign this Agreement to the water activity enterprise and no further consent, written or otherwise, of the Town shall be required.

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

District:	North Weld County Water District P.O. Box 56 32825 Weld County Road 39 Lucerne, CO 80646 Attention: Eric Reckentine, District Manager Phone: (970) 356-3020 Email: ericr@nwcwd.org
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With a Copy to:	WBA, P.C. 2154 E. Commons Ave., Suite 2000
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Centennial, CO 80122
Attention: Zachary P. White, Esq.
Phone: (303) 858-1800
E-mail: zwhite@wbapc.com

With an Additional Copy to: Lyons Gaddis Kahn Hall Jeffers Dworak &
Grant, PC
Post Office Box 978
Longmont, CO 80502-0978
Attention: Scott E. Holwick
Phone: (303) 776-9900
Email: sholwick@lyonsgaddis.com

Town: Town of Pierce

Attention: Town Clerk, Public Works
Director, Town of Pierce
Phone: 970-834-2851
Email: kduran@townofpierce.org

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

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

13.12 Binding Effect. Except with respect to the limitation on assignments, this Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

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

13.14 Not Used.

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

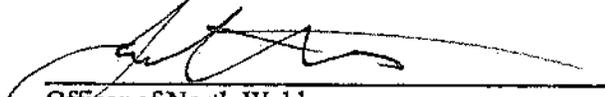
13.16 Not Exclusive. On the condition that the Town accepts and pays for the Maximum Annual Delivery Volume from North Weld, the Town may and shall hereinafter be entitled at all times to obtain potable water from any other water provider or any other source. Under no circumstance shall the Town have any right to use North Weld facilities to transfer water obtained by the Town from third party sources.

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

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

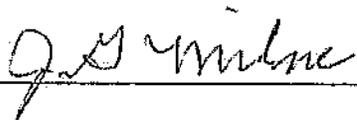
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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



Officer of North Weld

ATTEST:



North Weld County Water District's Signature Page to Amended and Restated Water Service Agreement with Town of Pierce, Colorado, dated _____, 202__

TOWN:
TOWN OF PIERCE, a municipal corporation
acting by and through its Water Utilities
Enterprise

Kay B. Bailey
Mayor

ATTEST:

Mustafa A. Durr
Town Clerk

*Town of Pierce Signature Page to Amended and Restated Water Service Agreement with North
Weld County Water District, dated 12/15, 2025*

**EXHIBIT A
SUMMARY OF DELIVERY POINT(S) AND AGREEMENT TERMS**

Example -- Draft - SUMMARY OF DELIVERY POINT(S)

Master Meter Name	General Location
Master Meter Station #1 (MM#1)	15801 County Road 88
Emergency Master Meter Station (only used during emergencies)	N/A

SUMMARY OF AGREEMENT TERMS

Water Parameter	Value
Plant Investment Tap Summary	
Current Plant Investment Taps (CSPIT)	210
Additional Plant Investment Taps to be Purchased (ASPIT)	10
Total Plant Investment Taps to be Purchased (TSPIT) ¹	220
Delivery Summary	
Maximum Annual Delivery Volume (Maximum ADV) ²	50.1 MG
Maximum Delivery Flow (MDF) ³	220 GPM
Maximum Delivery Flow at MM#1 (MDF at MM#1) ⁴	220 GPM
Delivery Pressure Range at MM#1 ⁵	35-105 PSI
Minimum Annual Delivery Volume⁶	
2022 Annual Volume	43 MG
2023 Annual Volume	39 MG
2024 Annual Volume	41 MG
Minimum Annual Delivery Volume (Minimum ADV) MG minimum (90% of Max ADV) before purchase of ASPITs (CSPIT)	43 MG
Minimum Annual Delivery Volume (Minimum ADV) MG minimum (90% of Max ADV) after purchase of ASPITs	45 MG
Minimum Town Storage Requirement ⁷	.24 MG

¹ TSPIT=CSPIT+ASPIT;

² Maximum ADV = (TSPIT); (228 kgal per TSPIT) = 50.1 MG

³ MDF = (TSPIT) (1 GPM per TSPIT) = 220 GPM

⁴ MDF at MM#1 = 220 GPM based on a maximum delivery velocity of 10 feet per second.

⁵ Pressure range is based on NWCWD's hydraulic model.

⁶ Minimum ADV see paragraph 3.28

⁷ Information provided by the Town, subject to North Weld providing peak hour demand and subsequent review and acceptance by North Weld.

**EXHIBIT B
INITIAL TOWN FEES AND CHARGES**

Initial Usage Charge and Plant Investment Fees:

The Initial District and Town Usage Charges will apply until an adjustment is made and adopted by North Weld Board as set forth in Section 9 of this Agreement. The Plant Investment Fees are one-time fees applicable to this Agreement only and are to be paid by the Town within 30 days of the Effective Date of this Agreement. The District and Town Usage Charges and Plant Investment Fees are as follows:

USAGE CHARGES AND PLANT INVESTMENT FEES FOR THIS AGREEMENT

Charge	Value
District Unit Fee Definitions	
Initial District Usage Charge, subject to change annually	\$4.99 per 1,000 gallons
District Plant Investment Fee for this agreement only	\$21,900 per ASPIT
District Distance Fee for this agreement only	\$500 per mile per ASPIT with minimum of 5 miles (\$2,500 per ASPIT)
Wholesale Discount Rate	25%
Town Unit Fee Definitions with Wholesale Discount Rate applied	
Initial Town Usage Charge, subject to change annually	\$3.74 per 1,000 gallons
Town Plant Investment Fee for this agreement only	\$16,425 per ASPIT
Town Distance Fee for this agreement only	\$375 per ASPIT per mile with minimum of 5 miles (\$4,500 per ASPIT)
Summary of Plant Investment Fees for this Agreement	
Total Miles to MM#1 ⁸	10 Miles
Plant Investment Fee ⁹	\$164,250
Distance Fee ¹⁰	\$37,500
Total Plant Investment Fees (TPIF) ¹¹	\$201,750

The Plant Investment Fee is determined primarily from the estimated costs for constructing additional filter plant capacity, storage facilities and transmission lines which deliver water to the Tank 1 Facilities of North Weld located at the intersection of Colorado State Highways 257 & 14.

The Distance Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional service facilities to deliver water from the Tank 1 Facilities located at

⁸ All fees are applied to MM#1. There are a total of 10 miles from Tank 1 to MM#1. See Exhibit E for map of mileage.

⁹ Plant Investment Fee = (Town Plant Investment Fee) (ASPIT); (\$16,425) (10) = \$164,250

¹⁰ Distance Fee = (Total Miles) (Town Distance Fee) (ASPIT); (10) (\$375) (10) = \$37,500

¹¹ TPIF = Plant Investment Fee + Distance Fee; \$164,250 + \$37,500 = \$201,750

the intersection of Colorado State Highways 257 & 14 to the customer. This portion of the Plant Investment Fee is calculated for the customer with a proportional relationship to the distance from the customer's meter location to the Tank 1 Facilities.

Exhibit B

AMENDED AND RESTATED WATER SERVICE AGREEMENT
(Town of Severance)

This Amended and Restated Water Service Agreement (“Agreement”) is made and entered into effective as of December 30, 2025 (“Effective Date”), by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise (“North Weld” or “District”), and the Town of Severance (“Town”), a Colorado home-rule municipality (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are empowered to contract to provide any function, service or facility lawfully authorized to be provided by each of the Parties; and

WHEREAS, North Weld (individually or in cooperation with others) maintains and operates a system for the treatment, storage and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, the Town owns, maintains and operates a separate and independent system for the storage of and distribution of potable water to its residents and customers; and

WHEREAS, the Town and North Weld have entered into various agreements and amendments to facilitate the treatment and delivery of treated water from North Weld’s system to the Town’s system; and

WHEREAS, the Parties’ prior agreements and amendments shall be further described and defined below; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., North Weld is empowered to fix and from time to time increase or decrease Fees and Charges for services, programs or facilities furnished by North Weld; and

WHEREAS, the Parties previously entered into the Original Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety as more fully set forth below for the purpose of defining the respective rights, duties, obligations and interests of the Parties from and after the Effective Date of this Agreement.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is agreed by and between the Parties as follows:

ARTICLE 1
AMENDMENT AND RESTATEMENT

This Agreement amends, restates and supersedes in its entirety the Original Agreement. From and after the Effective Date, the terms and provisions of this Agreement shall exclusively govern the rights, duties and obligations of the Parties with respect to the Town's provision of treatable water to North Weld, the Town's purchase of water treatment and delivery services from North Weld, and North Weld's obligation to treat and deliver such water to the Town as provided herein. All Exhibits hereto are incorporated herein by reference.

ARTICLE 2
INTERGOVERNMENTAL AGREEMENT

It is the intention of the Parties that this Agreement, including all Exhibits hereto, shall be considered a mutually binding and enforceable agreement between the Parties pursuant to the provisions of the Colorado Constitution; §§ 32-1-101, *et seq.*, C.R.S.; § 29-1-203, C.R.S.; the Local Government Land Use Enabling Act, §§ 29-20-101, *et seq.*, C.R.S.;-and the powers inherently granted to the Parties by the State of Colorado.

ARTICLE 3
DEFINITIONS

3.1 "Additional Standard Plant Investment Taps" or "ASPIT" shall mean the additional number of Standard Plant Investment Taps the Town shall be entitled to purchase within 30 days of on and after the Effective Date, as more particularly set forth in **Exhibit A**.

3.2 "Agreement" shall mean this Amended and Restated Water Service Agreement by and between North Weld and the Town.

3.3 **NOT USED**

3.4 "Cash in Lieu of Water Fee" shall mean the amount paid by the Town, as determined solely by North Weld in accordance with its then-current policy, as may be amended from time to time, for an allocation of 70% of an acre-foot of water (i.e., 228,000 gallons) representing the average delivery of water delivered by Northern Water for one (1) unit of contractual ownership of the waters of Northern Water.

3.5 "CBT" shall mean the Colorado-Big Thompson Project.

3.6 "Commitment" shall mean North Weld's obligation to Furnish treated water as set forth in Section 4.1 of this Agreement.

3.7 “**Conservation Plan**” shall refer to a plan created by the Town in accordance with Section 4.8 of this Agreement.

3.8 “**Cost of Service Rate Study**” shall mean a cost-of-service rate study commissioned by North Weld from an independent professional contractor specializing in rate studies, as more particularly set forth in Article 9 of this Agreement.

3.9 “**Current Standard Plant Investment Taps**” or “**CSPIT**” shall mean the number of Standard Plant Investment Taps currently owned by the Town, as more particularly described in **Exhibit A**.

3.10 “**Delivery Point**” shall mean the point(s) at which North Weld delivers treated water to the Town’s system through a Master Meter, which point(s) are more particularly set forth in **Exhibit A**.

3.11 “**Delivery Pressure Range**” refers to the minimum and maximum pressures that can be expected at the Delivery Point as determined using North Weld’s hydraulic model.

3.12 “**Distance Fee**” shall mean the fee per mile per Additional Standard Plant Investment Tap charged by North Weld, as more particularly set forth in **Exhibit B**.

3.13 “**District Board**” shall mean the Board of Directors of North Weld.

3.14 “**Effective Date**” shall be the date first appearing above.

3.15 “**Extraordinary Water Usage Event**” shall mean an unpredictable event of limited duration that causes unusually high water usage by the Town in excess of the Minimum Town Storage Tank Volume set forth on **Exhibit A**, for more than seventy-two (72) continuous hours, such as a water line break, unusual water demand for fire suppression, or similar unanticipated and random accidents or temporary emergencies.

3.16 “**Fees and Charges**” shall mean all fees, rates, tolls, penalties and charges imposed by North Weld, specifically including, but not limited to, Distance Fee, Plant Investment Fee, and Usage Fee, but excluding the Raw Water Surcharge.

3.17 “**Furnish**” when used with regard to the Commitment shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide treated water at the Delivery Point(s) but does not include the obligation to construct localized storage, pumping, transmission or distribution facilities downstream of the Master Meter which may be constructed by the Town as part of the Town’s facilities.

3.18 “**gpm**” shall mean gallons per minute.

3.19 “**Impossible**” shall mean a circumstance in which North Weld is prevented from performing under the terms and provision of this Agreement. Such a circumstance must be beyond the control of North Weld and must not be created by any actions or failures to act of North Weld.

3.20 “**Initial Town Fees and Charges**” shall mean the initial Fees and Charges charged to the Town as of the Effective Date of this Agreement as more particularly set forth on **Exhibit B**.

3.21 “**Master Meter**” shall mean the Town’s master meter(s) (owned by North Weld) as more specifically set forth in **Exhibit A**.

3.22 “**Master Meter Station**” shall mean the master meter stations containing the Master Meter, as more particularly set forth in **Exhibit A**.

3.23 “**Maximum Annual Delivery Volume**” or “**Maximum ADV**” shall mean the maximum volume of treated water in MG to be delivered to the Town and is calculated as the number of the total Standard Plant Investment Taps, including ASPITs, purchased by the Town times the delivery volume of 228,000 gallons for each Standard Plant Investment Tap and as set forth in **Exhibit A**.

3.24 “**Maximum Day Demand**” shall mean the volumetric flow rate of water used during the twenty-four (24) hour period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.25 “**Maximum Delivery Flow**” or “**MDF**” shall mean the maximum total flow in gpm to be delivered to the Town based on the number of total Standard Plant Investment Taps, including ASPITs, purchased (for this value, 1 Standard Plant Investment Tap is equal to 1 gpm), regardless of the number of Master Meter Stations. If the Town owns more than one Master Meter Station, North Weld may dictate the amount of flow at each Master Meter Station to meet the hydraulic needs of North Weld.

3.26 “**MG**” shall mean millions of gallons.

3.27 “**MGD**” shall mean millions of gallons per day.

3.28 “**Minimum Annual Delivery Volume**” or “**Minimum ADV**” is, except as provided below, the minimum volume of treated water in MG that the Town will pay for on an annual basis and is calculated as 90% of the average of the past three years of annual usage as measured at the Delivery Point, or 90% of the Maximum ADV whichever is greatest as more particularly set forth in **Exhibit A**. The initial Minimum ADV on the Effective Date shall be based on the number of CSPITs currently owned by the Town. After the Town purchases the ASPITs, the Minimum ADV shall be calculated in each future year, for ten years from the date of purchase of the ASPITs, as 90% of the average of the past three years of annual usage as measured at the Delivery Point. Notwithstanding the foregoing, for ten years from the date of the Town’s purchase of the ASPIT’s, the Maximum ADV shall not apply to the Town’s water purchase requirement. After ten years from the date of the Town’s purchase of the ASPITs, the Minimum ADV shall be calculated as set forth above and the Maximum ADV will be calculated as the CSPIT plus the purchase of the ASPITs.

3.29 “**Minimum Raw Water Obligations**” shall mean one hundred ten percent (110%) of the total measured treated water usage measured at the Master Meter Station for the previous Water Year plus any anticipated increases in usage.

3.30 “**Minimum Town Storage Requirement**” shall mean the minimum volume of storage tank facilities, in MG, and will be no less than one day of the Maximum Day Demand based on the past Water Year’s usage measured at the Master Meter Stations (or Delivery Points) excluding, however, water usage resulting from an Extraordinary Water Usage Event, all based upon information provided to North Weld by the Town, as, in good faith, reviewed and accepted by North Weld, all as more particularly set forth in **Exhibit A**.

3.31 “**North Weld**” shall mean the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

3.32 “**Northern Water**” shall mean the Northern Colorado Water Conservancy District.

3.33 “**NPIC**” shall mean the non-native water attributable to shares in the North Poudre Irrigation Company.

3.34 “**Original Agreement**” shall mean and include the following agreements and amendments:

- Water Service Agreement dated March 13, 2002, which was subsequently amended by the First Amendment to Water Service Agreement dated September 1, 2004, and effective January 1, 2004; and
- Amended and Restated Water Service Agreement dated and effective March 5, 2019, which was subsequently amended by the First Amendment to Amended and Restated Water Service Agreement dated October 25, 2021.

3.35 “**Parties**” shall mean, collectively, North Weld and the Town.

3.36 “**Peak Hour Demand**” shall mean the volumetric flow rate of water used during the 60-minute period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.37 “**Plant Investment Fee**” shall mean the amount paid to North Weld for the right to receive delivery of treated water allocated to one Standard Plant Investment Tap.

3.38 “**psi**” shall mean pounds per square inch.

3.39 “**Rate of Return**” shall mean the rate charged for reimbursement for a deficit in contributions related to the use of the facilities from which the Town has benefitted but has not fully reimbursed the District.

3.40 “**Raw Water Requirement**” shall mean the annual amount of raw water provided by the Town to the District which is capable of treatment and delivery by North Weld in the amount

of one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use of potable water for the ensuing Water Year.

3.41 **“Raw Water Surcharge”** shall mean the additional fee charged by North Weld for use of District-owned raw water when the Town's annual usage in any Water Year exceeds the Raw Water Requirement provided to the District as more fully set forth in Section 10.2 of this Agreement.

3.42 **“Standard Plant Investment Tap”** shall mean the right to use North Weld's water system assets to deliver a maximum of 70% of 1.0 acre-foot of water (i.e., 228,000 gallons and 1 gpm on a peak flow basis).

3.43 **“Standard Water Tap”** shall mean a ¾-inch residential water tap or equivalent to which is allocated 228,000 gallons of District-treated water during each Water Year, which volume of water is based upon the historic delivery of seventy percent (70%) of an acre-foot of water for each contract unit of water from Northern Water.

3.44 **“Town”** shall mean, collectively, the Town of Severance and the Town's Water Utility Enterprise.

3.45 **“Town Enterprise”** shall mean the Water Utility Enterprise established by the Town pursuant to Section 13-2-10 of the Town of Severance Municipal Code.

3.46 **“Town Service Area”** shall mean the area described and depicted on **Exhibit C**, as hereafter modified pursuant to Section 11.1 of this Agreement.

3.47 **“Transfer”** or **“Transferred”** shall mean to provide water to North Weld for treatment and delivery by North Weld to the Town. **“Transfer”** or **“Transferred”** shall not mean the transfer, conveyance, pledge, or dedication of any rights, ownership, or contractual rights in or to water or water shares.

3.48 **“Uncontrollable Forces”** shall mean any cause beyond the control of the obligated Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such Party could not have reasonably been expected to avoid, and the application of land use regulations imposed upon or impacting the District by third party jurisdictions for the installation and construction of distribution system components (water pipelines, pump stations, etc.). The term **“Uncontrollable Forces”** shall not include the failure to make any payment required by either Party under the terms of this Agreement.

3.49 **“Usage Charge”** shall mean the amount charged by North Weld to the Town based upon the volume of potable water used by the Town and measured at the Town's Master Meter, as more particularly set forth in **Exhibit B**.

3.50 “**Water Supply**” shall include, but is not limited to, water resulting from existing water supplies, future water supply projects and development of existing and after-acquired water rights.

3.51 “**Water Year**” shall mean the period of time commencing on November 1 of each year and terminating on October 31 of the next succeeding year, which dates correspond with those established by Northern Water.

3.52 “**Wholesale Discount Rate**” shall mean the percentage applied to North Weld’s retail Usage Charge to recognize North Weld’s cost savings in providing water to the Town as a wholesale customer which provides its own internal water system storage tanks to meet Peak Hour Demands. The Wholesale Discount Rate shall only apply until the Cost-of-Service Rate Study is adopted and implemented. Thereafter, the Wholesale Discount Rate shall be eliminated.

3.53 “**WG**” shall mean the Windy Gap Project.

3.54 “**WSSC**” shall mean the Water Supply and Storage Company.

ARTICLE 4 TREATED WATER SUPPLY

4.1 North Weld shall Furnish, and the Town shall purchase and receive from North Weld through the Soldier Canyon Water Treatment Plant (unless otherwise determined by the District), treated water for the operation of the Town’s water system in, as applicable for a given year, the Minimum Annual Delivery Volume, Maximum Annual Delivery Volume, Maximum Delivery Flow in gpm, and minimum and maximum pressures in psi, all as are more particularly set forth in **Exhibit A**. By no later than September 1 of each year, the Town will provide to North Weld estimates of its projected maximum day and average day needs for the following Water Year. The annual water parameters may be modified by written agreement of the Parties. The Town shall not provide service to users or property outside the limits of Northern Water’s boundaries using water that is subject to this Agreement.

4.2 The Town agrees to purchase treated water Furnished by North Weld at its Soldier Canyon Water Treatment Plant for operation of the Town’s water system up to the Maximum Annual Delivery Volume, and in no event less than the Minimum Annual Delivery Volume. Provided the Town purchases treated water up to the Maximum Annual Delivery Volume, treated water in excess of such volume may also be obtained by the Town from third party sources other than North Weld. Under no circumstance shall the Town have any right to use North Weld facilities to transmit water obtained by the Town from third party sources. The Town further agrees that if Additional Standard Plant Investment Taps are sold to the Town by the District, the Minimum Annual Delivery Volume will be adjusted as provided in Section 3.28, and the Maximum Annual Delivery Volume will be adjusted by adding 228,000 gallons per Additional Standard Plant Investment Tap.

4.3 The water to be Furnished by North Weld to the Town at the Delivery Point shall be potable water which complies with the Federal Safe Drinking Water Act and all other

applicable drinking water regulations. North Weld shall have no responsibility for maintaining the quality of water within the Town's water distribution system located downstream of the Delivery Point and the Town shall assume sole responsibility for such water quality within the Town's water distribution system located downstream of the Delivery Point. North Weld shall make arrangements for all testing necessary to ensure that the water Furnished under this Agreement complies with Federal and State drinking water standards at the Delivery Point. No promise or guarantee of pressure is made by North Weld or is to be implied from anything contained herein, except as set forth in **Exhibit A**.

4.4 North Weld's Commitment shall be limited only by the occurrence of factors which make it Impossible for North Weld to meet the Commitment.

4.5 At any time, the Town may purchase or otherwise acquire surface, raw water rights and/or other non-potable waters for Transfer to North Weld if such water rights: (i) are capable of being delivered to and treated by the water treatment system utilized by North Weld; and (ii) are usable in North Weld's water supply system. North Weld agrees to accept such water rights and, subject to the other provisions of this Agreement, including the Maximum Annual Delivery Volume of water to be Furnished to the Town, which would be adjusted if such Transfer occurred, Furnish to the Town an additional amount of treated water. In such instance, the Parties shall execute a written amendment to this Agreement. The amount of additional treated water shall be equivalent to the annual yield of the conveyed water rights, as determined by North Weld in good faith at its sole discretion based on analysis and recommendations of competent water resource professionals, using the same annual yield methodology used by North Weld in the operation and management of its own water rights and water system, less water losses due to treatment and conveyance of water through North Weld's delivery system, and other reasonable factors as may be determined by North Weld.

4.6 The minimum and maximum pressures to be provided by North Weld are set forth in **Exhibit A** and shall be satisfied at the Delivery Point(s) only. The Town shall be responsible for regulating water pressures and maintaining the potable water quality within the Town's system after the Delivery Point(s).

4.7 The Parties recognize that North Weld's Water Supply, as well as the Town's Water Supply which is Transferred by the Town to North Weld, is dependent upon natural water resources that are variable in quantity of supply from year to year. North Weld shall not be liable for inaccurately anticipating availability of North Weld's Water Supply or for an actual failure of North Weld's Water Supply due to inadequate run-off or other occurrence beyond the reasonable control of North Weld. In times of such shortage or failure, water use may be curtailed in a manner to be determined by North Weld; provided, however, that such curtailment on use shall be applied generally in a uniform manner to all North Weld wholesale and retail customers which have dedicated similarly curtailed water supply to the District, both inside and outside the Town. North Weld is not responsible for making up the yield shortfall resulting from natural causes beyond its reasonable control.

4.8 The Town has created and will continue to implement a Conservation Plan for the efficient and wise use of water throughout the Service Area. A copy of this Conservation

Plan and any future amended Conservation Plans shall be submitted to North Weld to allow North Weld to integrate the Town's Conservation Plan with any Conservation Plans adopted by North Weld. The Town's Conservation Plan shall provide for the adoption and continuance of such policies or the taking of such action as may be required of the Town as a recipient of water from North Weld by Federal and/or State law.

4.9 North Weld shall use reasonable diligence to provide a constant and uninterrupted supply of treated water except for interruption or reductions due to: (1) Uncontrollable Forces; or (2) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of North Weld, necessary. Except in the case of an emergency or Uncontrollable Forces, the Town will be given prompt advance written notice of such interruptions. In case of disruption due to an emergency or Uncontrollable Forces, the Town shall be provided prompt written notice after the commencement of the disruption by e-mail notice to the Town of such disruption, at the e-mail address(es) provided in accordance with Section 13.9 of this Agreement.

4.10 Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A Party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE 5 RAW WATER

5.1 Unless the raw water has been dedicated to North Weld as provided herein, the Town shall annually provide to North Weld the Raw Water Requirement for treatment and delivery by North Weld, in the amount equal to one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use for the ensuing Water Year. Raw water provided to North Weld shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage by the Town is equal to one hundred percent (100%) of actual water usage plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of treated water delivered from the Soldier Canyon Filter Plant to the Delivery Point(s) at the Master Meter.

5.2 The Raw Water Requirement shall be provided from CBT, WG, NPIC, or from any other source reasonably acceptable to North Weld which is at least as usable to North Weld as CBT or WG water at North Weld's sole discretion. In addition, water provided by WSSC which is: (i) Transferred to North Weld; (ii) adjudicated for municipal usage; and (iii) capable of being treated at the Soldier Canyon Filter Plant shall be deemed acceptable to satisfy the Raw Water Requirement. In the event WSSC water is used to satisfy the Raw Water Requirement, the Town acknowledges that water shares must be Transferred into the name of North Weld. In the event the Town ceases to obtain water service from North Weld pursuant to this Agreement, North Weld shall re-Transfer to the Town the WSSC water previously

Transferred to North Weld by the Town. All fees and costs associated with the Transfer of any water by the Town to North Weld or re-Transferred by North Weld to the Town shall be paid by the Town.

5.3 North Weld shall have no obligation to acquire, rent or own any additional raw water necessary to meet the Town's Raw Water Requirement. The Town shall be solely responsible for making arrangements for the Transfer of all raw water necessary to meet the Raw Water Requirement.

5.4 In the event the Town does not provide sufficient raw water to North Weld to meet its Raw Water Requirement, North Weld shall give the Town written notice of such insufficiency, as nearly as possible at least thirty (30) days prior to the time when such additional raw water will be necessary. If, after such notice, the Town fails or refuses to provide sufficient additional raw water, North Weld may, in its sole discretion, provide such raw water as more fully provided in Section 10.2, below.

ARTICLE 6 NORTH WELD FACILITIES

6.1 North Weld shall be responsible to take such actions and make such connections between the Town's system and North Weld's system as are necessary to enable North Weld to supply water service to the Town as provided in this Agreement. The Town shall reimburse North Weld for all reasonable costs and expenses related thereto. Prior to North Weld incurring expenses that are subject to reimbursement by the Town, the Town shall be consulted and approve such expenses in writing, which approval shall not be unreasonably withheld.

6.2 North Weld has installed and will maintain the necessary metering equipment and Master Meter Station(s). North Weld has designed the Master Meter Station(s) and flow control devices, in accordance with the specifications of North Weld. The Town shall reimburse North Weld for all reasonable costs and expenses, including, but not limited to, design, location, construction and installation costs and expenses associated with all equipment and vault(s) replaced or added after the date of this Agreement at the Delivery Point that benefit the Town and are required for North Weld to satisfy the terms of this Agreement. The Town shall be consulted and shall approve the design, location and expenses for said equipment and vault(s) in writing, which approval shall not be unreasonably withheld. North Weld acknowledges receipt of payment or reimbursement by the Town for all equipment and Master Meter Stations installed by North Weld for the Town as of the Effective Date of this Agreement.

6.3 North Weld has installed, owns, operates and will maintain flow-restricting device(s) at the existing Master Meter Station. Said device(s) shall be capable of controlling the flow rate to the Town within the rates provided on **Exhibit A**. The Town may be responsible for charges based on deliveries at flow rates greater than the flow rates stated in this Agreement.

6.4 North Weld shall own and maintain North Weld's water system, including any interconnection facilities, water line, pump station and treatment plant facilities necessary to serve the Town as required by this Agreement, up to the outlet valve on the Town's side of the Master Meter Station. North Weld shall own the Master Meter, the Master Meter Station, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by North Weld. For the purpose of determining operations and maintenance responsibility, the Town shall be responsible for all maintenance and operations from the outlet valve on the Town's side of the Master Meter Station.

ARTICLE 7 TOWN FACILITIES

7.1 As of the Effective Date, the Town is served through facilities installed, operated and owned by North Weld. The Town has previously installed at its expense the Master Meter Station. The Master Meter Station is located at the location generally described on **Exhibit A**. Any future Master Meter Stations deemed appropriate and necessary by the Town and North Weld shall be installed in accordance with Article 6 at the sole expense of the Town. If the Town determines it is necessary to install any additional Master Meter Stations, and after consulting with North Weld and obtaining approval by North Weld, before any such additional Master Meter Station is installed, the Parties intend to amend the Exhibits to this agreement to allocate the number of Standard Plant Investment Taps in use by the Town to each Master Meter Station.

7.2 The Town owns and will continue to be responsible for construction, operation and maintenance of its distribution lines and other system facilities on the Town's side of the Delivery Point. The Town shall undertake all proper steps to prevent connections to the Town's water system which would in any way permit water produced in or by the Town to enter North Weld's distribution system by back-flow, back-pressure or otherwise, so as to prevent the quality of water in North Weld's transmission system from being affected by water produced in or by the Town.

7.3 North Weld will deliver water in accordance with the parameters set forth in **Exhibit A**. The Town agrees that it will maintain water storage tanks on the Town's side of the Delivery Point to meet the volume requirements between the Maximum Day Demand and Peak Hour Demand, and shall use water from its storage tanks to meet such volume requirements between the Maximum Day Demand and Peak Hour Demand. The minimum volume of such storage tank facilities will be no less than one day of the past Water Year's Maximum Day Demand as measured at the Delivery Point excluding, however, water usage resulting from an Extraordinary Water Usage Event. North Weld shall be permitted to change the Usage Charge by adjusting the Wholesale Discount Rate applied to North Weld's retail Usage Charge if the Town fails to maintain the minimum tank volume and, within two (2) years of written notice from the District to the Town concerning such failure, fails to construct and operate additional storage tank facilities sufficient to maintain the required minimum tank volume. In the event the Town fails to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand, the District shall notify the Town of its failure, and after conferral between the Town and the District, the

District shall give the Town reasonable time, but not more than 30 days, to cure the failure. If the Town does not cure the failure, the District may impose such published fines and penalties on the Town for failure to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand.

7.4 The Town shall maintain its facilities in good repair at all times and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

7.5 Subject to the minimum pressure and minimum supply provisions of this Agreement, the Town agrees that it will, at all times, operate its water distribution system so as not to unreasonably interfere with service to others dependent upon North Weld for a supply of water. Specifically, the Town agrees that it will operate its facilities, especially any pumping or storage facilities, in coordination with operation of District facilities and will install and use such devices, including telemetry, as are necessary to effectuate such coordination; provided, however, that the Town shall not be required to pay for the installation of any physical changes to its water distribution system required only to benefit others outside the Service Area.

ARTICLE 8 MASTER METER

8.1 North Weld shall read the Master Meter at monthly intervals, under its own meter reading schedule. If requested by the Town, North Weld shall give the Town notice of any master meter reading and allow a Town representative to be present and observe.

8.2 Once every five (5) years, North Weld shall test and calibrate the Master Meter at North Weld's cost. At any time, upon the Town's written request, North Weld shall make or cause to be made a special meter test at the Town's cost. North Weld shall notify the Town in advance of any master meter test and allow a Town representative to be present. North Weld shall promptly provide a copy of all Master Meter test results to the Town at no cost.

8.3 The Master Meter shall be tested and read pursuant to American Water Works Association standards. If a test of any Master Meter determines that the reads for the Master Meter are inaccurate, the Master Meter reading shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests, provided that no correction shall be made for a longer period than such inaccuracy may be determined by North Weld to have existed.

8.4 If any Master Meter fails to register for any period, the Town and North Weld shall agree to the amount of water Furnished during such period and North Weld shall render a bill to the Town therefor. If no agreement can be reached by the Parties, the billing shall be based upon historical usage data.

8.5 If at any time the Town desires to change the location of any Master Meter Station or install any additional Master Meter Stations, North Weld will attempt to accommodate such request if, in the sole and reasonable opinion of North Weld, such relocation or installation of any additional Master Meter Stations will not detrimentally affect North Weld's water system in any manner. The Town shall be responsible for any and all costs and expenses associated with the relocation or installation of any additional Master Meter Stations, of any type or kind, thereof.

ARTICLE 9 FEES AND CHARGES

9.1 For the use of treated water provided by North Weld hereunder, the Town shall pay North Weld all Fees and Charges imposed by North Weld at the then-current rates reflected in North Weld's current fee schedule, including Rate of Return Fees established by the District. Fees and Charges may be adjusted by North Weld at any time pursuant to Colorado law and as provided in this Agreement. Currently, the Town receives a Wholesale Discount Rate for Fees and Charges, as more particularly set forth in **Exhibit B**. The Wholesale Discount Rate shall remain in effect until North Weld completes a Cost-of-Service Rate Study. Adoption by the North Weld Board of the Cost-of-Service Rate Study shall establish the Fees and Charges to be charged for water service to the Town as of the date of the Cost-of-Service Rate Study, at which time the Wholesale Discount Rate shall be eliminated. The Cost-of-Service Rate Study shall establish, as of the time of adoption, the new schedule of Fees and Charges imposed by North Weld for water service to the Town, which Fees and Charges may be adjusted thereafter in accordance with this Agreement and Colorado law and as more particularly set forth in this Article 9.

9.2 The Parties acknowledge and agree that North Weld will adopt water service Fees and Charges sufficient to totally and fully reimburse North Weld for all costs of Furnishing water under this Agreement, including, but not limited to, recovered return on investment, in accordance with the then-current fee Cost-of-Service Rate Study as thereafter set forth in a resolution, as may be revised and adopted by North Weld Board from time to time. The Parties agree that the duration of this Agreement is such that the passage of time will require changes in the Fees and Charges to be made for the provision and use of water hereunder.

9.3 At least thirty (30) days prior to consideration adoption of revised Fees and Charges based on a Cost-of-Service Rate Study, North Weld will provide to the Town a copy of the Cost-of-Service Rate Study upon which North Weld desires to base its updated Fees and Charges.

9.4 North Weld shall provide written notice to the Town when it is anticipated that the Fees and Charges will change or any projected operation, maintenance or capital improvement cost will affect the Fees and Charges to be paid by the Town provided that:

- a. North Weld shall notify the Town at least thirty (30) days prior to District Board meeting at which: (i) North Weld Board considers a proposal for an

increase in Fees and Charges; and (ii) prior to scheduling any formal action by North Weld Board with respect to such proposal to increase Fees and Charges. The Parties acknowledge that North Weld Board meetings referenced in this subsection 9.4.a. may be one in the same.

b. North Weld shall notify the Town of new Fees and Charges within ten (10) days after North Weld Board has adopted them.

c. The new Fees and Charges shall not become effective sooner than the first day of the Town's next annual fiscal year after they have been adopted by North Weld Board.

9.5 The Parties recognize that it is the intent of the Plant Investment Fee to defray a portion of the costs incurred by North Weld to supply treated water to the Town. So long as the Town's demand stays within the Maximum Annual Delivery Volume or Maximum Delivery Flow specified on **Exhibit A**, no additional Plant Investment Fees will be required from the Town. Notwithstanding, and for the avoidance of doubt, North Weld shall only be entitled to additional Plant Investment Fees when the Town purchases ASPITs.

9.6 Should the Town request additional demand above the Maximum Annual Delivery Volume or Maximum Delivery Flow as calculated pursuant to this Agreement, after the Town's purchase of the ASPITs set forth in **Exhibit A**, the Town shall make written request to North Weld for such additional potable water service. Upon receipt of the Town's written request, North Weld shall have sixty (60) days within which to determine whether it is willing to provide such additional potable water service and the terms upon which it is to be supplied, and shall provide written notice of its determination within a reasonable time thereafter. Any approval to provide additional potable water services shall be at the sole discretion of the Board of Directors of North Weld. Under no circumstances shall the District be obligated to sell any additional plant investments not considered ASPITs set forth in **Exhibit A** to the Town outside the requirements of this Agreement. If North Weld agrees to provide such additional potable water service, the Parties shall execute a written acknowledgment of the purchase and payment shall be in the form of the purchase of ASPITs, and enter into an amendment to this Agreement.

9.7 Billing for each month shall be made on or about the last day of the month and payment shall be due thirty (30) days thereafter. If the Town disputes any portion of the bill, the Town shall provide written notice to North Weld on or before forty-five (45) days of receipt of the bill. If the Town refuses or fails to pay the undisputed portion of a bill by the due date, North Weld may discontinue delivery of potable water hereunder upon ninety (90) days' written notice to the Town of its intention to do so.

9.8 The Town agrees that Fees and Charges for water service provided under this Agreement shall be governed by the provisions of this Agreement, except that North Weld shall be required to comply with all State and Federal laws and regulations.

ARTICLE 10 RAW WATER EXPENSES

10.1 In addition to payment of the Fees and Charges, the Town shall pay for all costs associated with acquisition of raw water by the Town and temporary Transfer of the same to North Weld, and any periodic charges or assessments related to such raw water. To the extent required, upon conferral between the Parties and agreement of the Town in writing, the Town shall pay the agreed-upon costs and/or expenses involved in changing North Weld's operations to facilitate use of the Town's raw water from a provider other than Northern Water.

10.2 On the condition that North Weld provided the requisite notice and opportunity to provide additional raw water as set forth in Section 5.4, above, the Town shall pay a Raw Water Surcharge as determined by North Weld for any potable water Furnished to the Town for which North Weld provided raw water to meet the Town's Minimum Raw Water Obligation during a Water Year. Such Raw Water Surcharge shall constitute a surcharge to the Town in addition to the Fees and Charges and shall be for the purpose of compensating North Weld for the use of North Weld's raw water to satisfy the Town's Minimum Raw Water Obligation. The Raw Water Surcharge is due, if at all, thirty (30) days after the end of the Water Year. The Raw Water Surcharge shall be an amount equal to ten percent (10%) of North Weld's then applicable Cash in Lieu of Water Fee. North Weld shall promptly notify the Town of any change in the determination of such charge.

For the purpose of illustrating the manner in which the Raw Water Surcharge is computed and using the Cash in Lieu of Water Fee in effect as of January 1, 2021, which amount is \$58,000.00, and which amount will be modified from time to time, the following example is provided:

Raw Water Surcharge = water used by the Town in excess of the Raw Water Requirement provided by the Town divided by (228,000)¹ x [(Cash in Lieu of Water Fee x 10%)]

Surcharge= ² 8,000,000 / 228,000 x [(³ \$58,000.00 x 10%)]

Surcharge= 35.08772 x \$5,800.00

Surcharge= \$203,508.78

¹ Average CBT delivery rate.

² Fictional amount of 8 million gallons.

³ Assume Cash in Lieu of Water Fee in the amount of \$58,000 for a unit of raw water for a 3/4" tap.

ARTICLE 11 TOWN SERVICE AREA

11.1 The Town Service Area shall consist of the real property identified on the map set forth in **Exhibit C**, as may be modified by the Parties as set forth herein.

a. Annexation of Property Not Served By North Weld and Not Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld and such property is not included within the boundaries of North Weld, the Town may annex the property and provide water service to the property with no further action required by North Weld. In such instance, within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

b. Annexation of Property Not Served by North Weld But Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld but such property is included within the boundaries of North Weld, the Town shall require the property owner to file a petition to exclude the property from North Weld pursuant to § 32-1-501, C.R.S., prior to receiving water service from the Town. North Weld agrees to consider such petition to exclude in good faith, and will consider the factors in § 32-1-501, C.R.S., in determining whether to grant the petition, or to deny the petition and continue as the water service provider. Within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

c. Annexation of Property Served by North Weld. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is then receiving water service from North Weld, the Town shall not provide water service to the annexing property unless and until the requirements set forth in Section 11.3 of this Agreement are met in full. Upon full satisfaction of the requirements set forth in Section 11.2 of this Agreement, the Town shall require the owner of the property proposed for annexation to file a petition to exclude from North Weld pursuant to § 32-1-501, C.R.S., and to disconnect from North Weld's system in accordance with Section 11.3 of this Agreement, prior to receiving water service from the Town. North Weld agrees

to consider such petition to exclude in good faith, and will consider the factors in § 32-1-501, C.R.S., in determining whether to grant the petition, or to deny the petition and continue as the water service provider. North Weld agrees, subject to the District Board's legislative authority, to approve the request for exclusion. Within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

d. Map of Town Service Area. By December 31 of each year, the Town shall provide North Weld with an updated map depicting the then-current Town Service Area including all annexations which occurred during the year. The map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

11.2 Property Within Town Service Area Not Served by Town. It is understood and agreed that the Town shall have the responsibility for serving new water service customers within the Town Service Area and that North Weld will not serve customers within the Town Service Area without the express written consent of the Town and under the terms and conditions set forth herein.

a. The Parties intend and agree that new water service customers within the Town Service Area shall first be required to make application to the Town for service. North Weld has and will continue to refer any requests that it receives for water service within the Town Service Area to the Town.

b. As to any new water taps applied for within the Town Service Area that can be serviced by the Town, the Town agrees to provide such service and receive payment for such service in accordance with all fees and charges imposed by the Town for the taps as if the taps were within the Town limits.

c. It is further understood and agreed that at the time an application for new service is made, there may be certain areas within the Town Service Area that cannot be served by the Town. In such event, after the Town has declined to provide service to the property in question, the property owner may request service from North Weld which may, in its sole discretion, grant or deny the request to provide service to that applicant.

In the event North Weld elects to provide service to an applicant within the Town Service Area after the Town has declined to provide such service, such service shall be provided only upon the following requirements being fulfilled by the applicant:

i. Payment of all fees and charges and/or dedication of raw water as may be required by North Weld.

ii. Written assurance from the applicant that at such time as North Weld receives notice from the Town that it is prepared to serve the applicant, the applicant will voluntarily connect to and pay all costs of connecting to the Town's system and disconnecting from North Weld's system pursuant to Section 11.3 of this Agreement.

iii. If the property seeking service is not located within North Weld's boundaries, the applicant shall petition North Weld for inclusion into its boundaries in accordance with §§ 32-1-401, *et seq.*, C.R.S.

11.3. Disconnection from North Weld's Water System.

a. Any customer desiring to disconnect from North Weld's system shall make a request in writing to North Weld. North Weld agrees to consider such request in good faith. North Weld will determine what impact, if any, the disconnection will have on the remainder of North Weld's system. Any customer disconnecting from North Weld's system shall pay all fees and costs associated with North Weld's review of the request for disconnection, shall pay all fees and costs associated with infrastructure changes necessary to accommodate the disconnection, and shall pay all fees and charges associated with the disconnection.

b. At such time as a customer's transfer from North Weld's system to the Town's system has been accomplished, the Town shall be credited with one Standard Plant Investment Tap, which shall include the Raw Water Requirement associated with the Standard Plant Investment Tap and shall not be count against any new taps that Town may otherwise be entitled to purchase. In the event the tap size exceeds a Standard Water Tap, any increase in size will result in a credit of the tap count in proportion to the increased tap size. For tap sizes above a Standard Water Tap size, the District agrees to transfer the appropriate ASPITs and the water allocation that is equivalent to the current allocations at that tap at the time of the transfer.

c. The Parties acknowledge and agree that at the time of a transfer of a tap within the Town Service Area from North Weld's system to the Town's system, the Town shall be required, to the extent those fees were not already recovered from the party seeking disconnection, to fairly compensate North Weld for services and facilities, at the depreciated value, taken over by the Town from North Weld and/or abandoned by North Weld, including, but not limited to, any costs incurred by North Weld to modify its system for the disconnection. Nothing in this Agreement shall be interpreted as preventing the Town from collecting any such compensation from third

parties through separate agreements, including, but not limited to, annexation agreements or subdivision improvement agreements.

11.4 North Weld's Water Service Outside Town Service Area. North Weld shall have the unrestricted right to issue water taps and serve customers anywhere outside the Town Service Area. The Town agrees that it shall not request or seek transfer of water service to any customers located outside the Town Service Area subsequent to the Effective Date of this Agreement, including the assertion of any such right under § 32-1-502, C.R.S., or otherwise, unless the Town Service Area is modified pursuant to Section 11.1 to include property owned by such customers. Except as set forth in this Article 11, North Weld shall have the unrestricted right to issue water taps and provide water service to customers applying to North Weld for water service.

ARTICLE 12 TERM

12.1 This Agreement shall be effective on the Effective Date set forth above and remain in effect until twenty-five (25) years from the Effective Date ("Original Term"), and shall automatically renew for an additional twenty-five (25) year term ("Renewal Term"), unless otherwise terminated pursuant to this Article 12.

12.2 Except as set forth in Section 9.7, above, with respect to non-payment for water service, if either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of the default, at the address specified herein, and the defaulting Party will have six (6) months from and after receipt of the notice to cure the default. If any default under this Agreement is not cured as described above, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting Party's obligations pursuant to this Agreement by an action for injunction or specific performance. Notwithstanding the foregoing, if this Agreement is terminated by North Weld due to a material breach by the Town for reasons other than non-payment for water service, North Weld will not cease water service to the Town until after ten (10) years from the written date of notice of the breach.

12.3 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either Party's pursuit of further relief to which it may be entitled. Either Party hereto may also seek specific performance of this Agreement and specific performance shall not be considered to be an election of the only available remedy.

12.4 In the event the Town wishes to terminate this Agreement during the Original Term or a Renewal Term, it shall provide written notice to North Weld of its intent at least twenty (20) years prior to the intended date of termination in accordance with the notice provisions of this Agreement. Upon the giving of such notice, this Agreement shall terminate twenty (20) years thereafter. During this twenty (20) year period, the Town shall be obligated to take and pay for, or in the alternative, pay for the Minimum Annual Delivery Volume of water set forth on **Exhibit A** computed in accordance with the formula set forth therein.

Nothing herein shall be construed as limiting the Town's right to take and pay for an amount of water in excess of the amount determined during the twenty (20) year period, subject only to the peak demand limitations otherwise set forth in this Agreement. If the Town has transferred any water rights to North Weld for purposes of this Agreement, North Weld shall, upon termination, re-Transfer such water rights to the Town.

12.5 The Parties acknowledge and agree that, prior to the Effective Date, North Weld was required to finance, construct, install and/or otherwise enhance water infrastructure necessary to provide water service to the Town. Further, in order to do so, North Weld incurred and/or entered into financial obligations, including, but not limited to, revenues bonds, associated therewith, which financial obligations were in addition to those improvements otherwise financed with the Plant Investment Fees. As such, if the Town elects to disconnect any or all of its system from North Weld's system and to no longer receive water service from North Weld, in the event there are any outstanding financial obligations of North Weld related to the facilities necessary to serve the Town, the Town shall remain responsible for its proportionate share of the outstanding obligations, including any refinancing or refundings thereof, until those obligations are paid in full. For the avoidance of doubt, this section does not require payment for the types of disconnections contemplated in Article 11.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Rules and Regulations. The Town agrees to adopt and enforce within the Town Service Area rules and regulations reasonably compatible with those of North Weld related to the delivery and use of potable water. The Town agrees to abide by all fees and charges pursuant to the terms of this Agreement, and the Town agrees to abide by the rules and regulations of North Weld, copies of which North Weld shall provide to the Town any time such rules and regulations are adopted, revised, updated, or amended

13.2 Easements. The Town agrees to work in good faith to obtain and provide, at no cost to North Weld, any easements needed for North Weld to provide water to the Town at a Delivery Point other than the Delivery Point existing on the Effective Date of this Agreement and set forth on **Exhibit A**.

13.3 Independent Systems. The Parties agree that each Party owns its own water distribution system and each is a separate and independent system from the other. Each Party shall obtain and maintain throughout the term of this Agreement insurance in the type and amounts standard for such systems in Colorado.

13.4 No Vested or Future Rights. Except as other provided herein, neither Party hereto shall, by reason of this Agreement, or the use of water thereunder, or otherwise, acquire vested or adverse right or future right, in law or equity, in the water rights owned by the other Party.

13.5 Entire Agreement / Prior Agreements. All prior agreements between the Parties with respect to the provision of water service are hereby terminated and determined to be null

and void as of the Effective Date of this Agreement. The Town and North Weld agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly agree that no representations other than those specifically set forth in this Agreement have been relied upon by either Party to induce it to enter into this Agreement. Unless otherwise provided herein, this Agreement may not be modified except by a writing executed by both Parties.

13.6 Prevailing Party; Venue. The Parties agree that, in addition to any other remedies afforded by law or in equity, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the non-prevailing party, to the extent permitted by law, agrees to pay all costs of such action as actually incurred by the prevailing party, including attorneys' fees. Venue for any legal action shall be in District Court of Weld County, State of Colorado.

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

13.8 Assignment. Neither Party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempted assignment of this Agreement in whole or in part with respect to which the other Party has not consented, in writing, shall be null and void and of no effect whatsoever. Notwithstanding the foregoing, the Parties hereto expressly agree that should North Weld create a water activity enterprise pursuant to and in accordance with §§ 37-45.1-101, *et seq.*, C.R.S., North Weld may elect to assign this Agreement to the water activity enterprise and no further consent, written or otherwise, of the Town shall be required.

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

address to which such notice or communication will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

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

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

With an Additional Copy to: Lyons Gaddis Kahn Hall Jeffers Dworak &
Grant, PC
Post Office Box 978
Longmont, CO 80502-0978
Attention: Scott E. Holwick
Phone: (303) 776-9900
Email: sholwick@lyonsgaddis.com

Town: Town of Severance
P.O. Box 339
3 South Timber Ridge Pkwy.
Severance, CO 80546
Attention: Town Manager
Phone: [_____]
Email: nwharton@townofseverance.org

With a Copy to: [_____]
[_____]
Attention: [_____]
Phone: [_____]

Email: [_____]

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

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

13.12 Binding Effect. Except with respect to the limitation on assignments, this Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

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

13.14 Not Used.

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

13.16 Not Exclusive. On the condition that the Town accepts and pays for the Maximum Annual Delivery Volume from North Weld, the Town may and shall hereinafter be entitled at all times to obtain potable water from any other water provider or any other source. Under no circumstance shall the Town have any right to use North Weld facilities to transfer water obtained by the Town from third party sources.

13.17 Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto,

and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

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

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

Officer of North Weld

ATTEST:

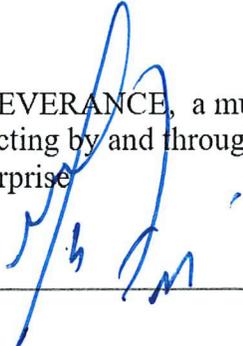
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for North Weld

North Weld County Water District's Signature Page to Amended and Restated Water Service Agreement with Town of Severance, Colorado, dated December 30, 2025

TOWN:
TOWN OF SEVERANCE, a municipal
corporation acting by and through its Water
Activity Enterprise



Mayor

ATTEST:



Town Clerk

APPROVED AS TO FORM:



Town Attorney

*Town of Severance's Signature Page to Amended and Restated Water Service Agreement with
North Weld County Water District, dated December 30, 2025*

EXHIBIT A
SUMMARY OF DELIVERY POINT(S) AND AGREEMENT TERMS

SUMMARY OF DELIVERY POINT(S)

Master Meter Name	General Location
Master Meter Station #1 (MM#1)	37505 County Road 21
Master Meter Station #2 (MM#2)	10007 County Road 72
Emergency Master Meter Station (only used during emergencies)	11850 County Road 74

SUMMARY OF AGREEMENT TERMS

Water Parameter	Value
Plant Investment Tap Summary	
Current Plant Investment Taps (CSPIT)	1,040
Additional Plant Investment Taps to be Purchased (ASPIT)	120
Total Plant Investment Taps to be Purchased (TSPIT) ¹	1,160
Delivery Summary	
Maximum Annual Delivery Volume (Maximum ADV) ²	264.5 MG
Maximum Delivery Flow (MDF) ³	1,160 GPM
Maximum Delivery Flow at MM#1 (MDF at MM#1) ⁴	850 GPM
Delivery Pressure Range at MM#1 ⁵	50-100 PSI
Maximum Delivery Flow at MM#2 (MDF at MM#2)	1,160 GPM
Delivery Pressure Range at MM#2	80-130 PSI
Maximum Simultaneous Delivery Flow at MM#1 +MM#2	1,160 GPM
Maximum Delivery Flow at Emergency Interconnect	1,550 GPM
Delivery Pressure Range at Emergency Interconnect	80-130 PSI
Minimum Annual Delivery Volume⁶	
2022 Annual Volume	234 MG
2023 Annual Volume	198 MG
2024 Annual Volume	221 MG
Minimum Annual Delivery Volume (Minimum ADV) MG minimum (90% of Max ADV) before purchase of ASPITs (CSPIT)	213 MG
Minimum Annual Delivery Volume (Minimum ADV) MG minimum (90% of Max ADV) after purchase of ASPITs	238 MG
Minimum Town Storage Requirement ⁷	1.3 MG
Current Town Storage Capacity	2.5 MG

¹ TSPIT=CSPIT+ASPIT;

² Maximum ADV = (TSPIT); (228 kgal per TSPIT) = 264.5 MG

³ MDF = (TSPIT) (1 GPM per TSPIT) = 1,160 GPM

⁴ MDF at MM#1 = 850 GPM based on a maximum delivery velocity of 10 feet per second.

⁵ Pressure range is based on NWCWD's hydraulic model.

⁶ Minimum ADV see paragraph 3.28

⁷ Information provided by the Town, subject to North Weld providing peak hour demand and subsequent review and acceptance by North Weld.

EXHIBIT B
INITIAL TOWN FEES AND CHARGES

Initial Usage Charge and Plant Investment Fees:

The Initial District and Town Usage Charges will apply until an adjustment is made and adopted by North Weld Board as set forth in Section 9 of this Agreement. The Plant Investment Fees are one-time fees applicable to this Agreement only and are to be paid by the Town within 30 days of the Effective Date of this Agreement. The District and Town Usage Charges and Plant Investment Fees are as follows:

USAGE CHARGES AND PLANT INVESTMENT FEES FOR THIS AGREEMENT

Charge	Value
District Unit Fee Definitions	
Initial District Usage Charge, subject to change annually	\$4.99 per 1,000 gallons
District Plant Investment Fee for this agreement only	\$21,900 per ASPIT
District Distance Fee for this agreement only	\$500 per mile per ASPIT with minimum of 5 miles (\$2,500 per ASPIT)
Wholesale Discount Rate	25%
Town Unit Fee Definitions with Wholesale Discount Rate applied	
Initial Town Usage Charge, subject to change annually	\$3.74 per 1,000 gallons
Town Plant Investment Fee for this agreement only	\$16,425 per ASPIT
Town Distance Fee for this agreement only	\$375 per ASPIT per mile with minimum of 5 miles (\$2,625 per ASPIT)
Summary of Plant Investment Fees for this Agreement	
Total Miles to MM#2 ⁸	7 Miles
Plant Investment Fee ⁹	\$ 1,971,000
Distance Fee ¹⁰	\$ 315,000
Total Plant Investment Fees (TPIF) ¹¹	\$ 2,286,000

The Plant Investment Fee is determined primarily from the estimated costs for constructing additional filter plant capacity, storage facilities and transmission lines which deliver water to the Tank 1 Facilities of North Weld located at the intersection of Colorado State Highways 257 & 14.

The Distance Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional service facilities to deliver water from the Tank 1 Facilities located at

⁸ All fees are applied to MM#2. There are a total of 7 miles from Tank 1 to MM#2. See Exhibit E for map of mileage.

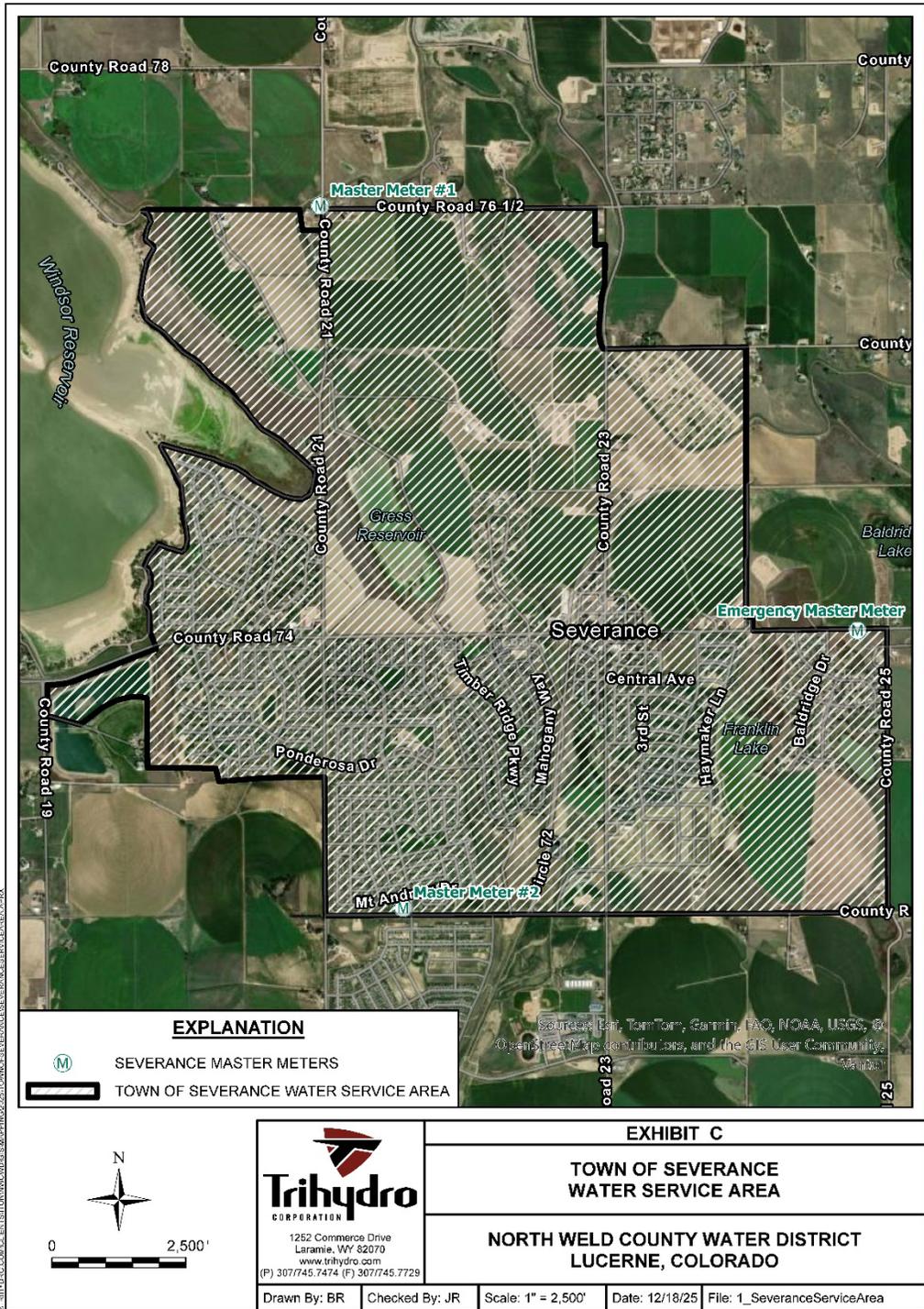
⁹ Plant Investment Fee = (Town Plant Investment Fee) (ASPIT); (\$16,425) (120) = \$ 1,971,000

¹⁰ Distance Fee = (Total Miles) (Town Distance Fee) (ASPIT); (7) (\$375) (120) = \$ 315,000

¹¹ TPIF = Plant Investment Fee + Distance Fee; \$ 1,971,000 + \$ 315,000 = \$ 2,286,000

the intersection of Colorado State Highways 257 & 14 to the customer. This portion of the Plant Investment Fee is calculated for the customer with a proportional relationship to the distance from the customer's meter location to the Tank 1 Facilities.

Exhibit C
TOWN SERVICE AREA
As of Effective Date



EXPLANATION	
	SEVERANCE MASTER METERS
	TOWN OF SEVERANCE WATER SERVICE AREA

Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

 1252 Commerce Drive Laramie, WY 82070 www.trihydro.com (P) 307.745.7474 (F) 307.745.7729		EXHIBIT C	
		TOWN OF SEVERANCE WATER SERVICE AREA	
		NORTH WELD COUNTY WATER DISTRICT LUCERNE, COLORADO	
Drawn By: BR	Checked By: JR	Scale: 1" = 2,500'	Date: 12/18/25
		File: 1_SeveranceServiceArea	

Exhibit C

Exhibit D
RESERVED FOR FUTURE USE

