



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Bell Mountain Ranch Well A-3 Re-drill)**

THIS CONSTRUCTION CONTRACT ("Contract") is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.**, a Delaware corporation, 13027 County Road 18, Unit A, Fort Lupton, Colorado 80621 ("Contractor").

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions
5. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

Number

Date

7. Special Conditions of the Contract:
8. The following Specifications: Bid Documents, Well Specifications
9. The following Drawings/Reports: Location Map
10. Notice of Award;
11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds;
17. Performance Guarantee; and



18. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay **\$2,687,445** ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as *Exhibit 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

TERM. The term shall commence upon execution of the Contract and terminate on May 15, 2024, unless an extension of the Contract is agreed to in writing by the Town and the Contractor.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within **30** working days from the date of the Notice to Proceed, and must complete work within **365** working days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of **\$500** for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

With a copy to: Legal@crgov.com



INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as Exhibit 2.*

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.



DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this 16TH day of MARCH, 2023

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Michael J. Hyman, Town Attorney

Mark Marlowe, Director Castle Rock Water

CONTRACTOR:

HYDRO RESOURCES – ROCKY MOUNTAIN, INC.

By:

Thomas J. Roberts

Title:

VICE PRESIDENT / GENERAL MANAGER

EXHIBIT 1

CONTRACTOR'S BID

Project: Bell Mountain Well A-3 Replacement Well - Drilling Program (Permit 51785-R)

Ms. Justus,

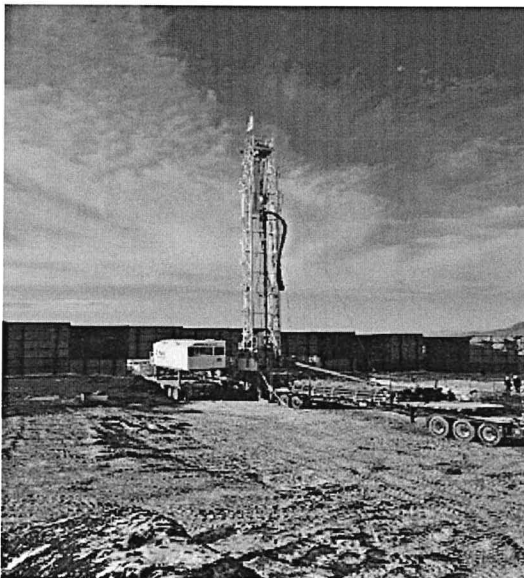
Hydro Resources (HR) is pleased to present the following proposal for well drilling and pump services for the Bell Mountain Replacement Arapahoe Well Project. Hydro Resources looks forward to another opportunity to team with Castle Rock and LRE Water (LRE) on a successful drilling project. HR has reviewed the existing well construction and has reviewed the drilling sites with our operations group. HR wishes to outline our understanding of the scope of work.

Before reviewing the project details, HR would first like to stress our commitment to providing Castle Rock with a company committed to making Health & Safety our number one priority on this project. HR has broken down the proposal into the following units:

- I. Key Equipment to be supplied to the Project
- II. Technical Approach
- III. Unit Cost Breakdown

I. Key Equipment to be supplied to the Project

HR intends to mobilize the following equipment to the Castle Rock site:



- The primary drilling rig will be a Challenger 320 drilling rig or equivalent. The Challenger 320 rig has a 72' mast rated at 150,000 lbs. with an 18" Howard Turner rotary table.
- The rig will be equipped with 2000 ft of appropriate-sized drill pipe, a Sullair 900 CFM compressor and a Sullair 375 CFM compressor. HR has assumed a support truck for pipe and miscellaneous parts to complete the work.
- The drilling package includes a three-man drilling crew working 24 hours per day.
- HR will provide a pump rig for test pumping activities.
- HR has included pad, road and site development necessary at the drilling sites.

The equipment listed above will be dedicated to this project on a full-time basis and all the equipment is up to date with annual inspections and certifications.

II. Technical Approach

HR is providing the following summary of our technical approach regarding expected geology and drilling plan.

Well Drilling & Pump Installation

- HR will develop and submit the TESC plan for the site.
- HR will establish an access road and drilling pad to accommodate the drilling activities. HR will work within the boundary conditions established by Castle Rock. Costs for the access pad have been broken out in the bid form.
- The Challenger 320 rig (or equivalent) will be mobilized to the site and set up. Currently, HR would mobilize the Schramm T200 from the EPCOS site following completion of the three EPCOS wells.
- HR has assumed pricing mobilizing from the current EPCOS site.

Bell Mountain Replacement Well (Arapahoe) - Drilling

- Castle Rock and engineer will stake the well location to verify it is within proper radius.
- A 30" conductor casing will be installed to approximately 80'.
- The rig will drill a 20" hole from the surface to 1975'.
- Drilling mud, fluids, and cuttings will be hauled from site and disposed of.
- Perform geophysical log to determine screen interval. Design to be provided by LRE Water.
- Install .035 slot screen and 12" casing to the surface. The casing will be a combination of stainless steel and carbon steel.
- Install filter pack (SiLi beads) with a 10' 8/12 silica sand.
- Pressure grout casing with neat cement and bentonite grout in the annular seal to surface. Provide 72 hours of cure time.
- Development of well to include circulation, airlift, and jetting.
- Perform cement bond and casing caliper logs.
- Install temporary test pump, perform development pumping, step testing, and 72-hour continuous pump test. HR has assumed test pump discharge will be within 200' of drilling site. Actual discharge point will need to be clarified by Castle Rock.
- Remove test pump equipment and perform final disinfection.
- Perform downhole video survey of the well.
- Provide temporary wellhead completion following activities.
- Clean up and demobilize from site.
- Perform pad restoration.

HR has included costs to install new pump equipment and a pitless adapter at the new well. Actual permanent pump design will be finalized following performance testing of the new well. For estimating purposes, the following equipment has been included:

- Summit SH20000 – 24 Stage pump designed for 600 GPM @ 1550 TDH
- 562 Series 360 HP submersible motor with motor seal and lead
- 1740' of No. 2 RND submersible pump cable
- 1700' of 6-5/8" A53B Sched. 40 T&C Pipe
- 6" Flomatic Check Valve
- 1700' of 1-1/4" PVC Conduit
- Dynatek 500 PSI pressure transducer and SS cable
- Misc. installation materials including airline, banding, tape, etc.
- 12" Baski Pitless unit w/ 6" discharge

III. Unit Cost Breakdown

HR is providing the following bid schedules for your review.

Castle Rock - Bell Mountain Replacement Arapahoe Well Cost Estimate					
Item #	Description	Unit	Qty	Unit Cost	Total Cost
1	Wellhead Completion	LS	1	\$ 4,000.00	\$ 4,000.00
2	Mobilization/Demobilization	LS	1	\$ 215,000.00	\$ 215,000.00
3	Drill Pad and Access	LS	1	\$ 94,000.00	\$ 94,000.00
4	Drill and Install 30 in Conductor	FT	80	\$ 700.00	\$ 56,000.00
5	Drilling 20-Inch Diameter Drillhole	FT	1895	\$ 270.00	\$ 511,650.00
6	Provide and Install 12 Inch Carbon Steel Casing	FT	1000	\$ 155.00	\$ 155,000.00
7	Provide and Install 12 Inch Stainless Steel Blank	FT	575	\$ 445.00	\$ 255,875.00
8	Provide and Install 12 Inch Stainless Steel Wire Wrapped Screen	FT	400	\$ 455.00	\$ 182,000.00
9	Provide and Install 8-12 Silica Sand	FT	10	\$ 220.00	\$ 2,200.00
10	Provide and Install 4508R Glass Beads	MT	42	\$ 3,850.00	\$ 161,700.00
11	Provide and Install Grout Seal w 72 Hour Cure Time	FT	1390	\$ 128.00	\$ 177,920.00
12	Well Development - Swabbing	HR	24	\$ 700.00	\$ 16,800.00
13	Well Development - Jetting	HR	24	\$ 1,600.00	\$ 38,400.00
14	Well Development - Airlift	HR	36	\$ 1,100.00	\$ 39,600.00
15	Geophysical Logging	LS	1	\$ 17,700.00	\$ 17,700.00
16	Cement Bond Log & Casing Caliper	LS	1	\$ 30,700.00	\$ 30,700.00
17	Furnish, Install and Remove Test Pump	LS	1	\$ 34,300.00	\$ 34,300.00
18	8 Hour Step Test	HR	8	\$ 450.00	\$ 3,600.00
19	72 Hour Pumping Test	HR	72	\$ 450.00	\$ 32,400.00
20	Well Disinfection	LS	1	\$ 4,200.00	\$ 4,200.00
21	Downhole Video Survey	LS	1	\$ 2,200.00	\$ 2,200.00
22	Provide and Install Soundwalls	FT	350	\$ 350.00	\$ 122,500.00
	Total Estimated Cost				\$ 2,157,745.00

Castle Rock - Mandatory Alternate Items					
Item #	Description	Unit	Qty	Unit Cost	Total Cost
23	TESC Implementation	LS	1	\$ 13,000.00	\$ 13,000.00
24	Additional Drilling Footage for 20" Borehole	LF	50	\$ 270.00	\$ 13,500.00
25	Drilling Mud/Fluids Removal	LS	1	\$ 57,000.00	\$ 57,000.00
26	Drill Cuttings Removal	LS	1	\$ 16,800.00	\$ 16,800.00
27	Drilling Hourly Rate (Lost Circulation)	HR	1	\$ 850.00	\$ 850.00
28	Drilling Hourly Rate (Slow Penetration Rate)	HR	1	\$ 850.00	\$ 850.00
29	Swab Chemical Set Time (24 Hrs)	LS	1	\$ 6,000.00	\$ 6,000.00
30	Road Maintenance (Track pad, road sweeping, mud removal)	LS	1	\$ 5,000.00	\$ 5,000.00
31	Additional 12" Diameter Stainless Steel Blank Casing	LF	20	\$ 445.00	\$ 8,900.00
32	One Hour Coordination Meetings	HR	8	\$ 100.00	\$ 800.00
33	Water Supply provide backflow meter Allowance (reimbursed based on actual cost; provide copy of invoice)	Allowance	1	\$ 5,000.00	\$ 5,000.00
34	Provide new pump equipment (pump, motor, submersible pump cable, 1700' of T&C drop pipe, check valves, pressure transducer, and misc fittings). Actual pump equipment to be determined based upon pump test results.	LS	1	\$ 295,000.00	\$ 295,000.00
35	Labor to mobilize, install new pump equipment, disinfection, perform startup and demobilize.	LS	1	\$ 17,000.00	\$ 17,000.00
36	Provide and install Baski Pitless Adapter	LS	1	\$ 35,000.00	\$ 35,000.00
37	Abandonment of Existing Well (pending state approval of abandonment method)	LS	1	\$ 55,000.00	\$ 55,000.00
Total Estimated Cost (Mandatory Alternate Items)					\$ 529,700.00

Clarifications:

- The well design parameters are based upon the design of the EPCOS Arapahoe well.
- HR has assumed we will prepare, assemble, and submit the site TESC plan. Castle Rock will be responsible for paying for the TESC implementation fee.
- HR has assumed mobilizing from the existing EPCOS project. Should there be delays in materials orders, TESC plans, etc., HR will keep the site-to-site mobilization costs as is with not additional costs to Castle Rock.
- HR has estimated 350' of soundwalls. A unit rate for footage has been provided if length adjustments are required.
- HR has included all fuel costs.
- HR has included costs for permanent pump equipment. Final actual costs will be provided following performance testing of the new well.
- HR has provided an estimated cost for abandonment of the existing Bell Mt. well. Abandonment costs may be adjusted based upon state approval of abandonment methodology.
- HR has included removal and disposal of drilling mud and drill cuttings as part of the mandatory alternate items.
- The Drilling Derived Waste assumed to be non-hazardous waste and has been assumed to be hauled from the site and disposed of.
- HR has included an allowance for water hauling. The engineer/city will provide a source of water.



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2022

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

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

PRODUCER
Marsh & McLennan Agency LLC
2500 City West Blvd., Suite 2400
Houston TX 77042

CONTACT NAME: Korey Schroeder
PHONE (A/C, No, Ext): 713-780-6601 FAX (A/C, No):
E-MAIL: Korey.Schroeder@Marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Valley Forge Insurance Company	20508
INSURER C: Transportation Insurance Company	20494
INSURER D: Homesite Insurance Company of Florida	11156
INSURER E: Navigators Specialty Insurance Company	36056
INSURER F:	

INSURED
Hydro Resources Rocky Mountain, Inc.
One Sugar Creek Center Blvd., Suite 400
Sugar Land TX 77478

HYDRORESOU

COVERAGES

CERTIFICATE NUMBER: 1198992040

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Poll Lta <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7033778284	8/1/2022	8/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Poll Per Occ/Agg \$1M / \$2M
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-60 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Poll Liab	Y	Y	7033778278	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Broadened for Auto \$Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	CXP00608000 HO22XCZ08DK9IC	8/1/2022 8/1/2022	8/1/2023 8/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 2ND Layer Excess Liab \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7033778281 7033778295	8/1/2022 8/1/2022	8/1/2023 8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Equipment Owned/CAT Rented/Leased Equip Installation Floater	Y	Y	7033860821	8/1/2022	8/1/2023	Maximum CAT Limit \$40,180,404 Per Item/Per Occ \$500K/ \$1M Jobsite / Cat Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commercial Inland Marine policy #7033860821 includes Leased/ Rented Equipment with a Per Item Limit of \$500,000/ Per Occurrence Limit of \$1,000,000 as shown above

The General Liability, Automobile Liability and Umbrella/ Excess Liability policies include a Blanket Additional Insured endorsement that provides additional insured status only where such status is required by a written and executed contract. The General Liability, Automobile Liability, Workers' Compensation and Umbrella Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract and executed contract. The General Liability and Automobile Liability policies include "Primary and Non-contributory" wording for Additional Insureds where there is a written and executed contract that requires such status.
See Attached...

CERTIFICATE HOLDER

Hydro Resources Rocky Mountain, Inc.
One Sugar Creek Center Blvd Suite 400
Sugar Land TX 77478

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Brett Herrington

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ACORD 25 (2016/03)

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Thomas Roberts, an authorized representative of **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** represents and warrants that it is its express intention to be employed as an independent contractor of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement. **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** work exclusively for the Town, except that **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town issues checks payable to **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** a party to the Agreement; and the Town does not combine their business operations in any way with the **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** business, but instead maintains such operations as separate and distinct.
- **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.** understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **HYDRO RESOURCES – ROCKY MOUNTAIN, INC. UNDERSTANDS THAT NEITHER DRC NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **HYDRO RESOURCES – ROCKY MOUNTAIN, INC. UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR:

HYDRO RESOURCES – ROCKY MOUNTAIN, INC.

By:

Thomas J. Roberts

Name

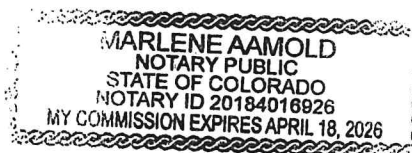
STATE OF COLORADO

)

) ss.

COUNTY OF Weld -

)



The foregoing instrument as acknowledged before me this 16 day of March, 2023 by Thomas J. Roberts as VP, Manager of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires: April 18, 2026

Marlene Aamold

Notary Public