**NOTICE OF A REGULAR MEETING**
**OF THE BOARD OF DIRECTORS**
**OF THE**
**HIDDEN VALLEY WATER DISTRICT**

A Regular Meeting of the Board of Directors of the HIDDEN VALLEY WATER DISTRICT will be held at 6:30 p.m., Tuesday, November 17, 2026 via Zoom. The call-in number is (669) 444-9171 or Meeting ID is 461 381 5754, passcode 6743379. The agenda is as follows:

**1. AGENDA & ADMINISTRATIVE MATTERS**
- a. Disclosure of Conflicts of Interest: Directors
- b. Approve Minutes from October 20, 2026
- c. Approve 2027 Meeting Schedule

**2. ENGINEERING MATTERS**
- a. Approve 2027 Engineering Contract with Martin/Martin
- b. Approve 2027 Service Contract with High Country Utility Services

**3. BUDGET & RATE HEARING**
- a. Approve 2027 Budget
- b. Approve 2027 Rates & Fees
- c. Approve 2026 Budget Resolution No. 2
- d. Approve 2026 Appropriations Resolution No. 3
- e. Approve 2026 Mill Levy Resolution No. 4
- f. Approve 2027 Budget Message

**4. FINANCIAL MATTERS**
- a. Approve November 2026 Disbursements

**5. OTHER BUSINESS**
- a. Approve 2027 Management Contract with Simonson & Associates
- b. Open Forum for the Public (5 minute limit per person)

**DISTRICT MEETINGS ARE OPEN TO THE PUBLIC**

**MINUTES OF A REGULAR MEETING**

**OF THE BOARD OF DIRECTORS OF**

**HIDDEN VALLEY WATER DISTRICT**

**October 20, 2026**

A Regular meeting of the Board of Directors of the Hidden Valley Water District was held on Tuesday, October 20, 2026, at the hour of 6:30 p.m. via Zoom conference. Directors present were Max Parmenter, Chris Palmer, Mike Kosch and Ryan Arestie. Also attending was Judy Simonson with Simonson & Associates, Inc. The meeting was open to the public. Max Parmenter presided.

**1. Agenda & Administrative Matters**

**a. Disclosure of Conflicts of Interest.** There were no changes to the Board member disclosures. Judy Simonson reported that she had filed new director, Mike Kosch's disclosure of conflicts of interest with the Secretary of State as well as his oath of office and certificate of appointment with the Division of Local Affairs.

**b. Open Forum for the Public.** A few members of the public were in attendance. One homeowner asked if they might have a chance to ask questions at the end of the meeting.

**c. Minutes.** Chris Palmer moved to approve the July 7 and August 27, 2026 board meeting minutes which were approved upon second by Mike Kosch.

**2. Financial Matters.** Judy Simonson reviewed the July 1, 2026 through September, 30, 2026 check register and answered a few questions from the directors. Chris Palmer moved to ratify approval of the check register as presented. The motion was approved upon second by Ryan Arestie. Chris Palmer then moved to approve the October 1, 2026 through October 31, 2026 check register which was approved upon second by Mike Kosch. Judy Simonson reviewed the

September 30, 2026 quarterly financial statements noting that the District's reserves are looking better. She also noted the increase in the water rights value from the prior year and briefly discussed the potential for another source for water storage rights that the District needs to purchase to satisfy the requirements of the District's agreement with Evergreen Metro District. Judy then reviewed the budgeted and comparative income statements noting that the water system repairs and maintenance expenditures are under budget and lower than last year's expenditures. She added that the district's maintenance contractor, High Country, will need to make some repairs on the District's altitude valve that controls the flow of water to the tanks, it is leaking slightly. Judy also noted the District's interest earnings have increased dramatically with the increased reserves. After additional discussions, Max Parmenter then moved to approve the unaudited financial statements ending September 30, 2026 which were approved upon second by Chris Palmer.

**3. Budget.** Judy Simonson gave an overview of the draft 2027 budget. It includes the monthly base water fee increasing to $110, but only $80 of the monthly fee will be allocated to operating revenue and $30 will be allocated to Capital Reserves. Judy explained that the District has several capital projects to start saving for including the water storage right and improvements to the water system. She noted that the District's assessed valuation decreased slightly and the mill levy will increase about 3.5%.

**4. Other Business.** One homeowner asked if the board meeting packet could be made available on the District's website prior to the board meeting. Several options were discussed. The agenda and approved minutes are being put on the website currently. Judy will put the November meeting packet on the website.

There being no further business, the meeting was adjourned at 7:47 p.m.

Respectfully submitted,

_____

Chris Palmer, Secretary

**SCHEDULE OF**
**HIDDEN VALLEY WATER DISTRICT**
**BOARD OF DIRECTORS MEETINGS FOR THE YEAR 2027**

**January 19, 2027**

**April 20, 2027**

**August 17, 2027**

**October 19, 2027**

**November 16, 2027**

A specific agenda will be posted a week before each meeting on the Hidden Valley Water District Website. All meetings are held via Zoom Conference on Tuesdays and will begin at 6:30 p.m. The Zoom link and log in information is shown below.

https://us02web.zoom.us/j/4613815754?pwd=UGlnbHQ0TkF5WkdzVHozL2ZpQzZRUT09&omn=81134963482

Meeting ID: 461 381 5754
Passcode: 6743379

# AGREEMENT FOR GENERAL PROFESSIONAL ENGINEERING SERVICES

**This Agreement for General Professional Engineering Services** ("Agreement") is made and entered into this 17th day of November, 2026 by and between the Hidden Valley Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the "District") and Martin/Martin, Inc., a Colorado corporation (hereinafter referred to as "Engineer") whose address is 12499 West Colfax Avenue, Lakewood, Colorado 80215, telephone number (303) 431-6100. The District and Engineer are hereinafter collectively sometimes referred to as the "Parties" and singularly as a "Party."

## RECITALS

**WHEREAS**, the District owns, operates and maintains a water system (hereinafter referred to as the "System"); and

**WHEREAS**, in connection with the operation, maintenance, repair and replacement of the System, the District requires professional engineering services; and

**WHEREAS**, Engineer has represented that it has the personnel and expertise necessary to perform such services for the District, and that it has performed similar services for other public and private entities; and

**WHEREAS**, the District's Board of Directors has determined to retain the Engineer to perform the required services, upon the terms and conditions specified below.

**NOW THEREFORE**, in consideration of the promises set forth herein, the District and Engineer agree as follows:

1. **Scope of Services.** Subject to and in accordance with the terms and provisions of this Agreement, Engineer shall provide general engineering services to District in Accordance with the scope of work ("Scope of Work") attached hereto as Exhibit A (consisting of four pages) and incorporated herein by this reference (the "Services"). In the event of a conflict between the Scope of Work and the text of this Agreement, the test of this Agreement shall control.

2. **Compensation.**

**a. Rate Schedule:** Compensation for the services described in Exhibit A shall be based on the rate schedules set forth in Exhibit B

**b. Modification of Rate Schedules:** The rate schedules set forth in Exhibit B shall remain in effect until modified or until this Agreement is terminated. Exhibit B may be modified at any time by the mutual written consent of both parties.

3. **Notice to Proceed – Services.** From and after the effective date of this Agreement and provided District receives satisfactory Certificates of Insurance as required by paragraph 16 below within 20 days from the date of this Agreement, Engineer, without further specific

authorization from District, except as set forth in the Scope of Work, is authorized to proceed with general engineering services; provided, however, that Engineer will not perform the Services in an amount in excess of $10,000 per year without the prior written approval of the District. Any engineering services not identified within the Scope of Work shall be performed by Engineer only after receiving specific written direction from the District Manager to proceed. At such time Engineer is contacted, the representative shall state the nature and extent of the engineering services that are required of Engineer and shall follow it up with a written direction confirming such request.

4. **Completion of Work.** All services required under this agreement shall be performed in a timely manner and diligently completed. Under no circumstances however, shall Engineer be responsible for circumstances beyond Engineer's control, including but not limited to Acts of God, the work of other engineers, weather problems, or other causes outside of Engineer's control which may delay completion.

5. **Confidentiality of Information.** Subject to the Public (Open) Records Act, Section 24-72-102, et. Seq., C.R.S., as amended, Engineer will hold in strictest confidence all information furnished by the District or others during the performance of Services, including the results of any reports or investigations or observations made by Engineer or communicated to Engineer during its performance of Services. Engineer shall not disclose such information to others without the prior written consent of the District.

6. **Ownership of Work Product.** All documents of whatsoever kind or nature, if any, produced for the District as a result of the performance of Services under this Agreement by Engineer, including but not limited to all printed materials and electronic documents, shall be the sole property of the District and may not be used, sold, distributed or disposed of in any manner without prior written approval of the District's representative. All documents produced for the District as a result of Services performed hereunder shall be turned over to the District as and when requested. Consultant may retain copies of all documents prepared under this Agreement.

7. **Standard of Care.** Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all plans, specifications, contract documents, and other Services rendered. Engineer is responsible for providing his or her own training and tools for performance of the Services. Without additional compensation and without limiting the District's remedies, Engineer shall promptly remedy and correct any errors, omissions or other deficiencies in the Services. Engineer agrees that all Services performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standards of care of Engineer's profession prevailing in Colorado.

8. **Compensation.** For Services performed under this Agreement, the District shall compensate Engineer on a time and material basis in accordance with the hourly rates and prices that are more particularly set forth on Exhibit B (consisting of one page) as attached hereto and incorporated herein by this reference; provided, however, Engineer's annual compensation shall be subject to the limitations set forth in paragraph 2 above.

The compensation to Engineer as provided for by this Agreement is entire and complete. Engineer has not received and will not receive any other compensation in connection with this Agreement. Engineer agrees that it has not paid or promised to pay any compensation to anyone (except District approved subcontractors and the Engineer's officers and employees) in order to obtain this Agreement. It is further understood and agreed that Engineer will contract with and pay directly all subcontractors providing professional services, if any, retained by Engineer for any Services or portion thereof that are provided by a subcontractor.

9. **Method of Payment.** Engineer will provide progress billings to be received by the District by the 10th day of each month for work accomplished through the last day of the preceding month or through the end of the Engineer's billing period if it ends earlier then the end of the month. Invoices submitted by Engineer shall include a description of the Services rendered and an itemization of the charges contained therein and, where practical, shall be supported by such data or documents substantiating Engineer's right to payment as the District's manager may reasonably require. Where Engineer is being compensated on a time and material basis, the manager requests the date the Services were performed, the job category for the services performed, the man hours worked, the name, position and rate of each employee involved in the performance of the Services, the equipment used and the number of hours used, and a list of materials including actual and billed cost, together with copies of requisitions from subcontractors and suppliers, where applicable.

It is contemplated that all invoices submitted by Engineer will normally be paid within thirty (30) days of receipt by the District. However, notwithstanding any other provision contained in this Agreement to the contrary, the District shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. The District may reasonably delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Engineer regarding an invoice.

10. **Conflict of Interest.** During the term of this Agreement, Engineer shall notify the District of any business or personal activities or practices or any relationships that conflict in any way with the Engineer fully performing its obligations under this Agreement or that may compromise the effectiveness of Engineer.

11. **Records and Audits.** Engineer shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all Services performed under this Agreement. Engineer shall make available for audit and reproduction by the District, all records, in whatever form, related to any and all Services performed under this Agreement. Engineer shall provide such availability during the term of this Agreement and for two (2) years thereafter. Engineer shall refund to the District any charges determined by any District audit to be inconsistent with this Agreement.

12. **Changes in Services.** The District shall have the right to order additions, deletions or changes to any Services authorized under this Agreement, so long as such changes are within the Scope of Services as attached to this Agreement as Exhibit A. Requests for an additional Scope of Services may be made by a District representative orally or in writing, provided, the oral request shall be confirmed by written request within two (2) days after the oral request. If the

District directs Engineer to proceed with any services described in the additional Scope of Service, Engineer shall be paid for such services as agreed by the Parties prior to the performance thereof.

13. **Independent Status.** In the performance of Services under this Agreement, Engineer shall be, for all purposes, an independent contractor and not an employee or agent of the District. Engineer and its employees and subcontractors, if any, shall in no way represent themselves to third parties as agents or employees of the District.

The District shall not supervise the work of the Engineer or instruct the Engineer on how to perform the Services. Engineer shall be responsible for the professional quality, technical accuracy, time of completion, and coordination of all Services rendered hereunder. Engineer agrees that all Services shall be performed in accordance with the District's engineering standards and specifications in effect at the time the work is authorized, and in accordance with all applicable District rules, regulations, policies and procedures to the extent the Engineer is made aware of the same.

14. **No Unemployment Insurance or Workers' Compensation Benefits.** Engineer is not entitled to unemployment insurance or workers' compensation benefits as a result of the performance of Services for the District. Engineer is required to provide workers' compensation and unemployment insurance benefits for all Engineer's employees and/or subcontractors retained by Engineer.

15. **Payment of Taxes.** Engineer is fully liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes, and worker's compensation payments and premiums applicable to any Services, or additional services performed under this Agreement.

16. **Insurance.** Neither Engineer nor any subcontractor, agent, or employee thereof shall commence work on any Services authorized under this Agreement until the following minimum insurance coverage's have obtained:

a. **Workers' Compensation Insurance.** Engineer and each subcontractor shall carry Workers' Compensation Insurance to cover liabilities under the laws of the State of Colorado in connection with the Services performed under this Agreement. Engineer and each subcontractor, if applicable, shall carry a separate policy.

b. **Commercial General Liability Insurance.** Engineer and each subcontractor, if any, shall carry Commercial General Liability Insurance, which shall include blanket contractual liability coverage. Such insurance shall be in an amount of not less than $1,000,000 for each occurrence and $1,000,000 general aggregate in combined single limit coverage for bodily injury and property damage.

c. **Automobile Liability Insurance.** Engineer and each subcontractor, if applicable, shall carry Automobile Liability Insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in an amount of not less the $1,000,000 per occurrence and $1,000,000 general aggregate and combined single limit coverage for bodily injury and property damage.

The required Commercial General Liability and Automobile Liability policies shall: (i) name the District as an additional insured for coverage only, with no premium payment obligation; and (ii) provide that the coverage for the District shall not be impaired by Engineer's or any subcontractor's failure to comply with any of the terms or conditions of the policy. Engineer and each subcontractor shall provide Certificates of Insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverages have been obtained. Engineer shall not allow any subcontractor, agent or employee to commence work on any Services until appropriate Certificates of Insurance have been obtained and approved by the District or the District has modified or waived the insurance coverage requirements. The coverage specified in each Certificate of Insurance shall not be terminated, reduced or modified without providing at least thirty (30) prior written days notice to the District.

d. **Professional Liability Insurance.** Consultant and each subconsultant shall carry professional liability insurance, including errors and omissions insurance. Such insurance shall be in the minimum amount of $1,000,000.

17. **Compliance with Laws.**

a. Illegal Aliens. In performing this Agreement, Engineer shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws. By way of explanation and not limitation, Engineer certifies that Engineer shall comply with the provisions of § 8-17.5-101, et seq., C.R.S. Engineer shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement, or enter into a contract with a subcontractor or subcontractor that knowingly employs or contracts with an illegal alien. Engineer represents, warrants and agrees that : (i) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform Service under this Agreement through participation in either the E-Verify Program or the Department Program described in § 8-17.5-101, C.R.S. Engineer shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Engineer obtains actual knowledge that a subcontractor performing Services under this Agreement knowingly employs or contracts with an illegal alien, the Engineer shall : (i) notify the subcontractor and District within three (3) days that Engineer has actual knowledge that the subcontractor is employing or contracting with an illegal alien; (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Engineer shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Engineer fails to comply with any requirement of § 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach, and Engineer shall be liable for actual damages to District. If the Engineer participates in the Department Program, Engineer shall provide the affirmation required under § 8-17.5-102(5)(e)(III), C.R.S. to the District.

18. **Indemnification.** To the extent authorized by law, Engineer herby expressly agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and

insurers against any and all liability, loss, damage, demand, action, cause of action or expense of whatsoever kind or nature, including but not limited to damage for personal injury, property damage or financial loss (including court costs and reasonable attorneys' fees), which arise out of Engineer's negligence in the performance of Services, except to the extent caused by District's negligence.

19. **Acceptance Not A Waiver.** The District's approval of any Services and the payment therefore shall not in any way relieve Engineer of responsibility for the quality of the workmanship and materials incorporated into any job or project. The District's approval, acceptance of, or payment for any Services shall not be construed to operate as a waiver of the District's rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

20. **Term.** Unless sooner terminated in accordance with the provisions of Paragraph 21 below, this Agreement shall remain in full force and effect for calendar year 2027, beginning on January 1, 2027, and ending December 31, 2027; provided, at the option of the District and with the written consent of Engineer, this Agreement may annually be renewed for an additional one (1) year term. In the event the District desires to renew this Agreement for any succeeding one-year period, the District shall, no later than November 1 of the then current term, notify Engineer in writing the District wishes to exercise its option to renew this Agreement for another year, but Engineer can waive this deadline, and, in its discretion, accept an option to renew this Agreement submitted to Engineer after November 1. Upon receipt of such Notice, Engineer shall have thirty (30) days to state its willingness to renew for an additional one-year period on the same terms and conditions or upon such changed terms and conditions as both District and Engineer shall agree; otherwise this Agreement shall terminate at the end of the term then in effect.

21. **Termination or Suspension.** The District reserves the exclusive right to terminate or suspend all or any portion of the Services by giving fourteen (14) days written notice to the Engineer. If any portion of any Services authorized hereunder shall be terminated or suspended, the District shall pay the Engineer equitably for all Services properly performed pursuant to this Agreement. If any Services authorized hereunder are suspended by the District and the Engineer is not given an order to resume work within sixty (60) days from the effective date of the suspension, authorization for said Services shall be considered terminated. Upon termination and request of the District, Engineer shall immediately deliver to the District copies of any documents then in existence that have been prepared by the Engineer pursuant to this Agreement.

22. **Default.** Every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

23. **Remedies.** In the event a Party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to correct or commence correcting, the default. In the event the default has not been corrected or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate this agreement and seek damages; (b) treat the Agreement as continuing and

require specific performance: or (c) avail itself of any other remedy at law or equity. In the event Engineer fails or neglects to perform the Services of this Agreement, the District may elect to correct such deficiencies and charge Engineer for the full cost of the corrections.

24. **Assignment and Subcontractors.** Engineer shall not assign to any other person or firm the performance of any of the Services hereunder without the prior written approval of the District. All work under this Agreement shall be performed under Engineer's direct supervision and control. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is intended to benefit only the Parties and neither subcontractors nor suppliers of Engineer or any other person or entity is intended by the Parties to be a third party beneficiary of this Agreement.

25. **No Multiple Fiscal Year Obligations.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt or other multiple year financial obligation whatsoever of District within the meaning of any constitutional or statutory debt limitation provision including, without limitation, Article XI, Sections 1, 2, and 6 and Article X Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the District to make any payment beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of monies of the District, nor shall any provision of this Agreement restrict or limit the discretion of the District in the budgeting and appropriation of its funds. Further, the District shall notify Engineer if funds are exhausted for any fiscal year, and Engineer may, at its discretion, decide whether to continue working for the District during that fiscal year.

26. **Non-Exclusive Agreement.** District and Engineer agree that this is not an exclusive agreement, and District may retain other engineers to perform similar services, at the District's sole direction.

27. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by Acts of God, flood, fire, war or public enemy.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

29. **Governmental Immunity.** The Parties understand and agree that the District is relying upon, and has not waived, the monetary limitations of $150,000 per person, $600,000 per occurrence, and all other rights, immunities and protections provided the District by the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as the Act now exists or may hereafter be amended from time to time.

30. **Entire Agreement.** Except as set forth in other project specific agreements with Engineer this Agreement constitutes the entire Agreement between the District and Engineer and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed, only by a duly executed written instrument.

31. **Effective Date.** This Agreement shall be effective in accordance with its terms as of the date it is signed by appropriate representatives of the Parties hereto.

32. **Interpretation.** If there is any uncertainty in the interpretation of any provision of this Agreement, all of the provision of this Agreement shall be construed on the basis that all Parties hereto assisted in the drafting and finalization hereof.

33. **Severability.** The terms of this Agreement are severable. If any term of this Agreement is found to be unlawful, the remaining terms shall remain in full force and effect, and the Parties agree to negotiate a substitute term of equivalent value or effect.

34. **Special District Act.** This Agreement is made under and is conformable to all of the requirements imposed by law upon a special district operating in the State of Colorado by the State of Colorado, including but not limited to, the Colorado Special District Act, Section 32-1-101, et. Seq., C.R.S. In so far as applicable, the Special District Act and any other provision of law pursuant to which the District operates shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

35. **Notice.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to other Party; or (b) seven (7) days after depositing in the United States Mail, Fist Class Postage Prepaid, addressed as follows; or (c) when sent by facsimile transmission and receipt is confirmed by returned facsimile transmission.

If to Engineer: Bill Willis, P.E.
Martin/Martin, Inc.
12499 West Colfax Avenue
Lakewood, Colorado 80215

If to District: Hidden Valley Water District
P.O. Box 933
Evergreen, Colorado 80437-1239

Or such other persons or addresses that the Parties may hereafter designate in writing.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the 17th day of November, 2026 to be effective as of January 1, 2027. This Agreement must have the signature of an authorized representative of Engineer and the District on both original copies.

Hidden Valley Water District:

By: _____
Max Parmenter, President

Attest:

_____
Chris Palmer, Secretary

Martin/Martin, Inc.

By: _____

Attest:

_____

# EXHIBIT A

## SCOPE OF WORK

## AGREEMENT FOR GENERAL ENGINEERING SERVICES

This Scope of Work to the Agreement for General Engineering Services between Martin/Martin, Inc. (Engineer) and Hidden Valley Water District (District) is intended to cover the following specific services as well as general work directed by and authorized by the District's Board of Directors or its Manager.

### 1. General Engineering and Consulting Services

This Portion of the Scope of Work includes on-going general engineering services, including meeting, operations, planning, maintenance and review of developer submitted plans.

(a) Meetings – At the request of the District, Engineer shall attend the engineer's section of regularly scheduled and special District meetings and shall also be available to meet as requested on general issues.

(b) Files – Engineer shall maintain files relative to general and specific engineering items including meetings, correspondence, special projects, and plan checks. These documents will be retained for a period of seven years or until requested by the District. No document shall be destroyed by Engineer unless District is first given the opportunity to retrieve those files if it so desires.

(c) District Information – At the request of the District, Engineer will be available to provide information regarding the District and its existing facilities to interested parties, such as developers, homeowners, and consultants.

(d) Agency Coordination and Meetings – At the request of the District, Engineer will meet with appropriate agencies regarding coordination of work general rules and regulations involving the District.

(e) Mapping – As requested by the District, Engineer will prepare and maintain key maps, boundary maps and inclusion drawings, based on information provided by others, upon which information Engineer shall be entitled to rely.

(f) Maintenance – Upon request of the District, Engineer will provide consulting services on maintenance issues and programs including but not limited to the District's underdrain and wastewater main systems including operation and maintenance of the District's sewage lift stations.

(g) Record Drawings – At the request of the District, Engineer will maintain record drawings, as provided by the developer's engineer. Information on these drawings will also

be transferred to the District's key maps, upon District authorization. Engineer is not a guarantor of the accuracy of the drawings as the information is provided by others.

(h) Emergencies – Engineer will be available in case of emergencies. Engineering evaluation will be provided, as required, as well as maintenance coordination.

(i) Plan Reviews – At the request of the District, Engineer will perform developer plan reviews as they are submitted to the District for review. Engineer's review will consist of determining general compliance with the District's master planning and technical specifications.

(j) Budgets – At the request of the District, engineer will provide input regarding engineering issues and capital improvement plan budgets as well as budgets for the District's maintenance and repair operations.

(k) Rules, Regulations and Standards – At the request of the District, Engineer will assist with the development and updating of rules, regulations and standards that establish technical and procedural guidelines for the design of facilities and general operations.

(l) Reports, Studies, Evaluations and Analysis – Engineer will prepare any reports, studies, evaluations or analysis including engineering opinions of probable construction costs as requested.

## 2. Construction Administration Services

As requested by the District, Engineer will provide construction observation of facilities of the District. This work will include both projects constructed by the District, and those constructed by developers. Engineer will review the work of contractor(s) for defects and deficiencies in the work without assuming any of the Design Engineer's legal responsibilities for design and observation, if the project was not designed by Martin/Martin. The performance of such services shall not relieve the Contractor(s) of its responsibilities for performance of the work and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the work. Engineer will not be responsible for, or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor will Engineer be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work. At the request of the District, Engineer will provide the following construction administration services:

(a) Plan Review – Engineer's field specialist(s) may coordinate with the engineers during the plan review process in order to provide input regarding the design.

(b) Pre-Construction Meetings – The field specialist will attend all preconstruction meetings held by the appropriate agencies, including the District, the Design Engineer, the Contractor, the reviewing agency and other interested parties.

(c) Daily Project Review – The field specialist will attend all periodically and randomly visit the project site and review progress. The field specialist will review construction including any service line taps on the District's mains or stub-ins to the mains for general compliance with the District's Standards and plans and specifications. The field specialist will also review the construction of any underdrain surface discharge service that has been authorized by the District at the recommendation of the Engineer for compliance with the District's standards and rules and regulations.

(d) Daily Records – The field specialist will keep daily logs of the projects from construction commencement to completion, if they are on-site during performance of the project.

(e) Testing – Engineer will observe any facility testing required by the District, in accordance with the District's Specifications and other agency requirements. The responsibility of the test is the Contractors.

(f) Record Drawing Review – Engineer will coordinate record drawings to be placed in the District's files.

(g) Probationary Conveyance and Acceptance Form – If requested, Engineer will coordinate the preparation and completion of the probationary Conveyance and Acceptance forms, including appropriate signatures for the start of the probation period for the acceptance of facilities constructed by others to be conveyed to the District.

(h) Final Conveyance and Acceptance Form – If requested, Engineer will coordinate the preparation and completion of the final Conveyance and Acceptance forms, including appropriate signatures for final acceptance of facilities constructed by others to be conveyed to the District.

(i) Emergencies and Maintenance – On an as-requested basis, engineer's field staff will be available for consultation regarding appropriate action in the event of emergencies or routine maintenance.

SPECIAL PROJECT SERVICES

Special projects include engineering involvements outside of the general engineering, consulting, and construction administration services identified above which are referred to as general engineering services. Examples of special projects include specific analysis reports, hydraulic modeling, mapping, master planning, opinion of cost estimating, design, bidding coordination, construction management for new facilities, and infrastructure rehabilitation that might be requested by the District from time to time. Generally, a separate engineering agreement, including a unique project scope, budget and schedule, will be prepared for each special project unless they are included as part of this Scope of Work. There are however, situations where the District may direct Engineer to undertake these projects without a separate engineering agreement. In these cases, the work will be performed on an hourly basis in accordance with the standard billable rates as shown on Exhibit B.

# EXHIBIT B

## 2026 HOURLY RATE SCHEDULE

### PERSONNEL SERVICES

| TITLE | RATE |
|---|---|
| Principal | $280.00 |
| Associate | $245.00 |
| Protective Design Services Lead | $245.00 |
| Senior Project Manager | $230.00 |
| Senior Building Envelope Specialist | $230.00 |
| Senior Project Architect | $215.00 |
| Senior Project Engineer | $215.00 |
| Project Engineer | $180.00 |
| Project Manager | $180.00 |
| Building Envelope Specialist | $185.00 |
| Professional Engineer | $160.00 |
| Building Envelope Consultant | $160.00 |
| Engineer EIT II | $145.00 |
| Engineer EIT I | $135.00 |
| Engineering Intern | $125.00 |
| Senior Designer | $180.00 |
| Lead Steel Detailer | $165.00 |
| Designer | $155.00 |
| Technician III | $140.00 |
| Technician II | $125.00 |
| Technician I | $115.00 |
| Senior Construction Services Rep | $190.00 |
| Survey Manager | $260.00 |
| Professional Land Surveyor | $170.00 |
| Project Surveyor | $155.00 |
| Survey Crew (two-man) | $265.00 |
| Survey Crew (one-man) | $185.00 |
| Survey Technician II | $125.00 |
| Survey Technician I | $115.00 |
| Project Coordinator | $110.00 |
| Administrative Assistant | $100.00 |
| Accounting | $125.00 |
| Intern | $90.00 |

### TRAVEL AND TRANSPORTATION EXPENSES

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.

2. Seventy-two and a half cents ($0.725) per mile for use of vehicles.

### OUTSIDE SERVICES

Invoice cost of services and expenses charged to Martin/Martin by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin.

### PLOTTING/PRINTING COSTS

- Photo copies at $0.04/sheet
- Color photo copies $0.25/sheet
- Bond Sheets $0.10/SF
- Mylars at $3.40/SF
- Color plots $6.00/SF

### MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin from outside sources, at a multiple of 1.1 times cost to Martin/Martin. All out of pocket expenses not included above will be included in this category.

MARTIN/MARTIN
CONSULTING ENGINEERS

# CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Contract") is made and entered into by and between **High Country Utility Services, LLC** hereinafter called the "Contractor," and **Hidden Valley Water District**, a quasi-municipal corporation of the State of Colorado, hereinafter called the "District." Contractor and District are referred to jointly as the "Parties."

WHEREAS, the District is a water district organized under the laws of the State of Colorado, specifically the Special District Act, to provide water to its residents; and

WHEREAS, Contractor is a water and wastewater management/maintenance firm providing services required by water and wastewater providers; and

WHEREAS, Contractor and the District desire to enter into a contract for services.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties agree as follows:

1. CONTRACTOR'S OBLIGATIONS: The Contractor will, at the direction of the District Board of Directors, District Manager, or the District Engineer, perform those maintenance and repair services which are more particularly described in **Exhibit A** ("**Scope of Services**"), attached hereto and incorporated herein. **Exhibit A** may be modified at any time by the mutual written consent of the Parties.

2. DISTRICT'S CERTIFICATION: The District certifies that it has appropriated funds that are equal to or in excess of the contract amount for the services identified in **Exhibit A**.

3. TERM OF AGREEMENT: This Contract shall commence on the 1st day of January, 2027 and shall expire at the end of business on the 31st day of December, 2027, subject to renewal for successive one-year terms at the option of Contractor and the District, which renewal option is to be exercised by written notice from the District to the Contractor prior to the expiration of the initial term, with written confirmation by Contractor.

4. AMENDMENT: This Contract may be amended only by an instrument in writing signed by the Parties. Any provision incorporated by reference which purports to negate this provision either with or without notice shall not be valid or enforceable in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of the Contract, to the extent capable of execution.

5. ADDITIONAL SERVICES: The District may request Contractor to provide the District with certain additional services not covered by the Scope of Services. Such services shall be performed only after the Parties enter into an amendment as described in Section 4 of this Contract. Any such change order or contract amendment resulting in an increase from the

price agreed herein shall state clearly the increase in price and shall contain a statement that "The District certifies that it has appropriated funds that are equal to or in excess of the additional amount set forth herein." No additional work compensable by the District shall be performed by Contractor until a change order has been approved.

6. COMPENSATION:

A. Rate Schedules: Compensation for the services described in Exhibit A shall be based on the rate schedules set forth in **Exhibit B** ("**Compensation for Services**").

B. Modification of Rate Schedules: The rate schedules set forth in Exhibit B shall remain in effect until modified or until this Contract is terminated or expires. Exhibit B may be modified at any time by the mutual written consent of the Parties.

C. Additional Services: Any additional services beyond those described in Exhibit A shall be paid at the rates agreed to by the District and Contractor and billed on a monthly basis as such work is performed.

7. METHOD OF PAYMENT: Payment for the services described in Exhibit A shall be made by the District monthly upon the District's receipt of invoices, satisfactory to the District, which describe services performed by and amounts due to Contractor.

8. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor, and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. Contractor will be solely responsible for its acts and the acts of its employees and agents during the performance of this contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the District and the District shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Contract. Contractor shall not have authorization, express or implied, to bind the District to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in full force and effect at all times workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide written proof thereof when requested by the District, and (iii) be solely responsible for its acts and those of its employees and agents.

9. CONTRACTOR'S INSURANCE: Contractor shall secure and maintain during the term of this Contract such insurance, from an insurance company authorized to write casualty insurance in the State of Colorado, as will protect itself, its subcontractors, and the District from claims for bodily injury, death, or property damage which may arise and shall have provided the Certificate of Insurance or the certified copy of the insurance policy to the District. Each insurance policy shall contain a clause or separate statement providing that it will not be cancelled or have its coverage reduced by the insurance company without ten days' written

notice to the District of such intention to cancel or reduce coverage. The District, its engineer, and its management company will be named on each insurance policy as additional insureds for primary coverage. The amounts of such insurance shall not be less than the following:

A. Worker's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State of Colorado for full coverage of all persons employed by Contractor for this Scope of Services. Employer's liability coverage per accident shall be **$1,000,000.00**.

B. General Liability and Vehicular Liability – Bodily injury and property damage:
   i. Injury to or sickness or disease or death of one person **$500,000.00**;
   ii. Injury to or sickness or disease or death of two or more persons in a single occurrence **$1,000,000.00**;
   iii. Property damage to property of one person **$500,000.00**; and
   iv. Property damage to property of two or more persons in a single occurrence **$1,000,000.00**.

Contractor certifies that the aforementioned insurance coverages are in effect and Contractor has provided copies of applicable insurance certificates to the District with this Contract.

10. ASSIGNMENT: The Contractor shall not have the right or power to assign this Contract or parts thereof, or its respective rights or duties, without the express written consent of the District.

11. TERMINATION: This Contract may be terminated by either party, without cause, by delivery to the non-terminating party with (60) days' prior written notice. If this Contract is terminated, the Contractor shall be paid for services performed prior to the termination date, including reimbursable expenses due. Should either party to this Contract be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of the Contract, the other party shall be excused from rendering or accepting any further performance under this Contract and may terminate the Contract immediately. Should the District fail to pay for services hereunder, as billed, within 90 days of such billing, the Contractor shall be excused from rendering any further performance under this Contract. Neither party will be liable to the other for any compensation or reimbursement resulting from termination of this Contract in accordance with its terms. Notwithstanding the foregoing, the District shall have the right to recover damages in the event the District terminates this Contract for cause.

12. WORK PRODUCT: All tools, maps, plans, drawing, logs, records, work product, computer hardware and software produced by or given to Contractor pursuant to this Contract shall be the property of the District. Such work product shall be provided to the District upon request, or at the time of termination of this Contract, whichever event first occurs.

13. RIGHTS OF AUTHORITY: The Contractor shall have no rights of authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Contract or specifically authorized in writing by the District.

14. CONSTITUTIONAL COMPLIANCE: To the extent required by law, Contractor shall comply with Article XXVIII, sections 15 and 17(2) of the Colorado Constitution which provide that "The contract holder agrees, for the duration of this contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions."

15. NOTICES: Any written notice required or permitted under the terms of this Contract shall be either sent by (1) e-mail or (2) U.S. Postal Service Certified Mail, postage prepaid, return receipt requested, to the Parties at their respective addresses below, or at such other address as either party may subsequently provide in writing to the other:

**Contractor:**

High Country Utility Services
31 Duroux Ln
Basalt, CO 81621
Email: utility@hcusmgmt.org
Contact: Adrian Aguilar (970)-618-9458

**District:**

Hidden Valley Water District
32045 Castle Court, Suite 103
Evergreen, CO 80439
jcs@jsimonson.com

All notices shall be deemed delivered, respectively, on the day of delivery as indicated on (1) the sender's e-mail system or (2) the U.S. Postal Service Certified Mail tracking card.

16. INDEMNITY, RELEASE, AND DEFEND: Contractor will indemnify and hold harmless the District, and its officers, directors, employees, and agents, (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, expenses and costs, including, without limitation, reasonable attorneys' fees and court costs, for:

A. Any action or suit brought by a third party against the Indemnified Parties arising out of or relating to the Scope of Services that Contractor provides; and

B. Any action or suit that is based upon, or arises out of, any negligent act or omission or intentional misconduct of Contractor and that results in bodily injury, sickness, disease or death, or damage to or destruction of property, of any party.

Contractor's obligations under this Section 16 shall survive termination or expiration of this Contract.

17. NON-APPROPRIATION/TABOR: The Parties understand and acknowledge that the District is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, any payment obligation of the District is expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding December 31. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the District, as applicable, and other applicable law. Notwithstanding any other provision of the Contract concerning termination, upon the District's failure to appropriate such funds, the Contract shall automatically terminate.

18. COMPLIANCE WITH LAW: Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

19. CHOICE OF LAW: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other provision of the Contract in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of the Contract, to the extent capable of execution.

20. SOFTWARE PIRACY PROHIBITION: Pursuant to Colorado Governor's Executive Order D 002 00, District or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the District determines that Contractor is in violation of this provision, the District may exercise any and all remedies available at law, in equity, or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

21. WEB ACCESSIBILITY: Contractor warrants that all digital content provided by Contractor meets all applicable Level A and AA success criteria of the then current non-draft version of the Web Content Accessibility Guidelines ("WCAG"). Contractor further warrants that functional accessibility evaluations or manual testing evaluations for digital content shall be

performed by Contractor's internal accessibility team or a certified third-party testing firm at least once per year and shall remain compliant with the then current WCAG standards as required by the Colorado Office of Information Technology ("OIT"). If digital content provided does not meet then-current compliance standards, the District, at its sole discretion, may immediately terminate the Contract without recourse to obtain legally compliant platforms. Contractor agrees to indemnify and hold harmless the District from any claims that may arise due to the violation of Contractors' non-compliance. Any other contract provision that attempts to limit liability shall be void regarding these claims. Notice to terminate pursuant to this provision is not required, and Contractor acknowledges that it is the sole responsibility of Contractor to ensure compliance for the full duration of the Contract.

22. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute or claim arising under or related to the Contract, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim be mediation conducted by the Judicial Arbiter Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written request for it. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action in the District Court for Jefferson County, State of Colorado.

23. ATTORNEYS' FEES: For any dispute arising from or related to the Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs whether or not legal proceedings are instituted.

24. GOVERNMENTAL IMMUNITY: It is the intention of the Parties that the Contract shall not be construed as a contractual waiver, express or implied, of any immunities or defenses provided by the Colorado Governmental Immunity Act, Colorado Revised Statutes Section 24-10-101 and following, or any other applicable law.

25. ENTIRE AGREEMENT: By signing this Contract, both Parties acknowledge and agree that District does not consent to any terms embedded within hyperlinks referenced within any document. Any terms, conditions, or agreements not explicitly outlined within the plain language of the Contract and its exhibits shall not be considered binding or enforceable. The plain language contained within the Contract and its exhibits constitute the complete and exclusive agreement between the parties and supersedes all prior agreements, negotiations, representations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Contract this _____ day of _____, 2026.

**HIGH COUNTRY UTILITY SERVICES:**

By: Adrian Aguilar

Title: Managing Member

Signature: _____

**HIDDEN VALLEY WATER DISTRICT:**

ATTEST:

| | |
|---|---|
| Chris Palmer, Secretary | Max Parmenter, Board President |

**Exhibit A**
**Scope of Services**

**Operator in Responsible Charge ("ORC") Services for Hidden Valley Water District ("HVWD") Water Distribution System**

A. Serve as the ORC of record for the Distribution System. Contractor will file appropriate ORC paperwork with the Colorado Department of Public Health and Environment upon signed agreement. Provide facility operator to complete the onsite system operation requirements.

1. Provide onsite facility operator for one (1) visit per week. Review HVWD's current work plans and plant operations and make necessary changes and recommendations to ensure continued compliance of all facilities.

    a. Onsite visits will occur weekly until Contractor is familiar with the system operation and system operating requirements. After the initial 90 days, the operational requirements will be reviewed to determine if a reduced scope of work is warranted.

2. Implement standard operating procedures and the development of preventative maintenance programs to properly maintain facility equipment.

3. Collect all compliance samples outlined in the NPDES permit and CDPHE monitoring schedule. Samples will be delivered to a third-party laboratory for analysis.

4. Review and update the process control lab analysis program to make informed process control decisions to maintain permit compliance.

5. Collect system readings and operational data to maintain records of facility operations and identify when there are problems with the facilities.

6. Complete finish storage water periodic tank inspections.

    a. Finished storage water tank inspections will be invoiced separately at the time of the inspection at the rates listed in this Contract.

7. Be the primary contact for remote monitoring and alarm response.

8. Exercise HVWD valves and flush fire hydrants annually.

9. Assist HVWD with obtaining estimates from third-party contractors to perform work outside the scope of Contractor that is necessary to properly maintain HVWD facilities and equipment, including but not limited to

distribution excavation and pipe repairs, fire hydrant repair/maintenance, generator/ATS preventative maintenance/repairs, backflow prevention assembly testing, and storage tank repair/maintenance. Contractor will be available to provide oversight and assistance when third-party work is needed.

10. Develop and maintain monthly operations report that will be provided to HVWD.

B. Review of HVWD Distribution Monitoring Schedule and water quality samples

1. Download the CDPHE water monitoring schedule on a quarterly basis and review for any changes to the monitoring schedule to maintain sampling compliance.

2. Review the results of all samples collected that are required as part of the water monitoring schedule and ensure the sample results are uploaded to the Drinking Water Portal by the required deadlines.

3. Maintain records of sampling results and system operational data.

C. Provide emergency response 24/7 on an as-needed basis. Contractor will provide a 1-hour response time for emergencies outside the normal operating hours. Emergency response hours are not included in the monthly fee of this proposal and will be invoiced on a per-event basis.

D. Contractor can also provide an emergency response of Equipment Service Technicians. Emergency response times of Equipment Service Technicians are typically two hours depending on local traffic and road conditions. All work carried out by Contractor Equipment Services technicians is not included in the monthly price of this proposal; however, a rate sheet is provided at the end.

E. Review operations and provide consultation for sustainable facility operation.

1. Assist HVWD with developing budgets for operations, maintenance, and capital improvement projects.

2. Assist HVWD with tracking budget expenditures and prioritizing maintenance and repair needs.

3. Assist HVWD with review of current operations and developing work plans to meet the goals set by HVWD management/operations staff.

Contractor will not procure materials, supplies, and outside services to carry out all the above-stated services relating to normal operations without prior approval from an authorized representative of HVWD.

If Contractor does procure materials, supplies, chemicals, and outside services to carry out all the above-stated services, those items will be provided to HVWD at cost plus 20% for process and handling.

Contractor has no control over laboratory pricing or changes in frequency of laboratory analyses. Therefore, all laboratory analysis carried out by a third-party laboratory at the expense of REC will be invoiced to HVWD at cost plus 20%.

Additional work carried out beyond the above scope of work will be invoiced on a time and materials basis based on the current pricing listed below.

Work requested and carried out by Contractor's Equipment Service Division (ESD) is not included in the cost of this proposal. Contractor's ESD will provide estimates for approval prior to any equipment service work. Contractor's ESD will be available for an emergency response to any equipment-related issues that are beyond normal preventative maintenance carried out by the system operator.

Contractor will be available to attend after-hours HVWD board meetings upon request. After-hours board meetings will be billed at the facility management port-to-port.

References will be made available if Contractor is selected for an interview.

This proposal is for the operation of the districts distribution system and does not include underground utility locating.

Contractor will be able to begin services listed on this Scope of Services effective immediately.

**Exhibit B**
**Compensation for Services**

## Cost for ORC Services

Total costs are $750.00 per month to carry out the "Scope of Services."

Laboratory Testing: All CDPHE-required laboratory analyses will be billed at the laboratory's rate, plus any coordination, delivery, and reporting time.

• Additional Work: Operational tasks, system maintenance, and emergency calls will be billed at $155 per hour, which includes a certified operator, truck, tools, and administrative costs.

• Subcontractors: All subcontractors (e.g., electricians, engineers, mutual aid providers) performing work on the water system will be coordinated through HCUS.

If additional time and site visits are needed, they will be billed port-to-port at the rates identified on the attached rate schedule.

Mileage is based on IRS prevailing rate.

# SERVICE PRICE LIST

*High Country Utility Services*

| Service | Rate / Fee |
|---|---|
| LABOR SERVICES | |
| Water Operator | $155/hr |
| Laborer | $80/hr |
| EQUIPMENT SERVICES | |
| Sewer Jet Equipment | $350/hr + labor |
| Vac Trailer Equipment | $350/hr + labor |
| CCTV Video Inspection Equipment | $250/hr + labor |
| Liner Locator Equipment with Rodder | $300 fee + labor |
| Line Locator Equipment (without Rodder) | $200 fee + labor |
| Leak Detection Equipment | $200 fee + labor |
| Pressure Test Equipment | $200 fee + labor + material |
| REPAIR & INSTALLATION SERVICES | |
| Fire Hydrant Repair | $850 + material |
| 3/4" Water Tap | $900 + material |
| 1" Water Tap | $1,200 + material |
| 2" Water Tap | $1,600 + material |
| TESTING & CHEMICALS | |
| 3/4" – 2" Backflow Assembly Test | $155 |
| 3" – 6" Backflow Assembly Test | $350 |
| TCR Sample Collection | $50 |
| 12.5% Sodium Hypochlorite | $12/gal |

Professional Water & Wastewater Operations • Maintenance • Compliance Services

**HIDDEN VALLEY WATER DISTRICT**

**2027 Budget**

| | ACTUAL 2025 | APPROVED BUDGET 2026 | ESTIMATED ACTUAL 2026 | 11/17/2026 PROPOSED BUDGET 2027 |
|---|---|---|---|---|
| **OPERATING REVENUES** | | | | |
| Water Service Fees (*2027 Base Rate $80/mo) | 89,888 | 95,040 | 95,040 | 75,840 |
| Property Taxes | 154,034 | 158,920 | 158,920 | 166,865 |
| Specific Ownership Taxes | 15,211 | 11,930 | 12,000 | 12,535 |
| Late Fees/Misc. Income | 490 | 760 | 400 | 500 |
| **TOTAL OPERATING REVENUES** | **$ 259,623** | **$ 266,650** | **$ 266,360** | **$ 255,740** |
| **EXPENDITURES** | | | | |
| **Administration** | | | | |
| Administrative/Office/Election Expenses | 6,192 | 5,000 | 6,000 | 7,000 |
| Insurance | 7,981 | 8,000 | 8,500 | 9,000 |
| Professional Services | | | | |
| Engineering & Other Professional Serv. | 1,840 | 10,000 | 5,000 | 10,000 |
| Legal | - | 2,000 | 1,200 | 2,000 |
| Management | 55,590 | 45,000 | 55,000 | 58,000 |
| County Treasurer Fees | 3,194 | 4,000 | 3,800 | 4,000 |
| **Water System Operations** | | | | |
| Water Accounting | 1,103 | 700 | 700 | 700 |
| ORC, Water Testing, Misc. R&M | 43,517 | 35,000 | 30,000 | 40,000 |
| Utilities | 1,012 | 1,500 | 1,500 | 1,300 |
| EMD Master Meter Charges | 30,022 | 38,000 | 35,000 | 40,000 |
| EMD/Other Water Costs - Storage, Excess Use | 17,135 | 26,250 | 17,050 | 18,000 |
| **TOTAL OPERATING EXPENDITURES** | **$ 167,586** | **$ 175,450** | **$ 163,750** | **$ 190,000** |
| Contingency | 9,842 | 40,000 | - | 40,000 |
| **TOTAL EXPENDITURES** | **$ 177,428** | **$ 215,450** | **$ 163,750** | **$ 230,000** |
| **EXCESS (DEFICIENCY) OF OPERATING REVENUES OVER EXPENDITURES** | **$ 82,195** | **$ 51,200** | **$ 102,610** | **$ 25,740** |

# HIDDEN VALLEY WATER DISTRICT
## 2027 Budget

| | ACTUAL 2025 | APPROVED BUDGET 2026 | ESTIMATED ACTUAL 2026 | 11/17/2026 PROPOSED BUDGET 2027 |
|---|---|---|---|---|
| **NON-OPERATING REVENUES** | | | | |
| Property Taxes - Debt Service | 57,024 | 80,000 | 80,000 | 80,000 |
| Net Investment Income | 6,367 | 1,500 | 10,000 | 10,500 |
| Capital Reserve Fee (*2027 Base Rate $30/mo) | - | - | | 37,440 |
| **TOTAL NON-OPERATING REVENUES** | **$ 63,391** | **$ 81,500** | **$ 90,000** | **$ 127,940** |
| **NON-OPERATING EXPENDITURES** | | | | |
| USDA Loan Principal | 6,953 | 7,100 | 7,100 | 7,200 |
| USDA Loan Interest | 10,339 | 10,200 | 10,200 | 10,100 |
| CWCB Loan Accrued Interest | 50,832 | 52,000 | 52,000 | 52,000 |
| **Capital Projects** | | | | |
| Capital Improvements Plan | 9,658 | 8,000 | 5,000 | 8,000 |
| Water System Improvments | | 25,000 | - | 30,000 |
| Water Storage Rights Acquisition | 14,702 | 18,000 | 7,000 | 10,000 |
| **TOTAL NON-OPERATING EXPENDITURES** | **$ 92,484** | **$ 120,300** | **$ 81,300** | **$ 117,300** |
| **EXCESS (DEFICIENCY) OF NON-OPERATING REVENUES OVER EXPENDITURES** | **$ (29,093)** | **$ (38,800)** | **$ 8,700** | **$ 10,640** |
| **EXCESS (DEFICIENCY) OF OPERATING AND NON-OPERATING REVENUES OVER EXPENDITURES AND OTHER USES** | **$ 53,102** | **$ 12,400** | **$ 111,310** | **$ 36,380** |
| **FUNDS AVAILABLE BEGINNING OF YEAR:** | **$ 213,979** | **$ 263,345** | **$ 267,081** | **$ 378,392** |
| **FUNDS AVAILABLE* END OF YEAR:** | **$ 267,081** | **$ 275,745** | **$ 378,392** | **$ 414,772** |

As required by Section 20 of Article X of the Colorado Constitution ("TABOR"), 3% of the District's total fiscal year spending, excluding bonded debt service, $8,709, will be reserved from the ending funds available for the District's Emergency Reserve. Reserve funds totaling $17,292 are also required for the District's USDA Loan. Excluding these reserve requirements, and if the District does not have to use its budgeted contingencies, the available reserves at year end are projected to be: **$ 428,620**

**BUDGET RECAP:**

| | |
|---|---|
| **Estimated Expenditures are as Follows:** | |
| Operating Expenditures | $ 230,000 |
| Non-Operating Expenditures | 117,300 |
| Total Estimated Expenditures | $ 347,300 |
| **Estimated Revenues are as Follows:** | |
| From Property Taxes | 246,865 |
| From Sources Other Than Property Tax: | |
| Estimated Operating Revenues | $ 76,340 |
| Estimated Specific Ownership Tax | $ 12,535 |
| Estimated Non-Operating Revenues | 47,940 |
| Total Sources Other Than Property Tax | $ 136,815 |
| Unappropriated Surpluses | 378,392 |
| Total Estimated General Fund Revenues | $ 762,072 |

**HIDDEN VALLEY WATER DISTRICT**

**2027 Budget**

| | | | | 11/17/2026 |
|---|---|---|---|---|
| | ACTUAL | APPROVED BUDGET | ESTIMATED ACTUAL | PROPOSED BUDGET |
| | 2025 | 2026 | 2026 | 2027 |

| **MILL LEVY CALCULATIONS** | | | | 2027 | 2026 | % Increase |
|---|---|---|---|---|---|---|
| Operating Revenue from Taxes | $ | 166,865 | | | | |
| 2025 Estimated Assessed Valuation | $ | 3,247,150 | | | | |
| Mills | | | = | 51.388 | 48.859 | 5.2% |
| Debt Service Revenue from Taxes | $ | 80,000 | | | | |
| 2025 Estimated Assessed Valuation | $ | 3,247,150 | | | | |
| Mills | | | = | 24.637 | 24.596 | 0.2% |
| **Total Taxes** | **$** | **246,865** | | | | |
| **Total Mills** | | | | **76.025** | **73.455** | 3.5% |

# Hidden Valley Water District

**Fee Schedule**

Effective January 1, 2027

**Annual Billing Fees**

| | Rates | |
|---|---|---|
| **WATER SERVICE FEES:** | $110.00 | Base monthly charge per household ($30 per month for capital reserves) |
| | | Additional water fees based on actual water consumption (**billed in arrears**) |
| | $5.00 | Per 1,000 gallons from 0000 to 2,000 gallons used |
| | $9.00 | Per 1,000 gallons from 2,001 to 6,000 gallons used |
| | $14.00 | Per 1,000 gallons over 6,000 gallons used. |
| **DELINQUENT FEES:** | | |
| Delinquent Notice Fee: | $10.00 | Charged to all accounts unpaid after 30 days |
| 2nd Delinquent Notice Fee: | $20.00 | Charged to all accounts unpaid after 60 days |
| 3rd Delinquent Notice Fee: | $80.00 | Charged to all accounts unpaid after 90 days<br>A notice of water shut off and a current billing statement will be mailed via regular mail and posted on the premise. |
| Water Shut Off Fee: | $80.00 | Charged to all accounts unpaid after 120 days |
| What Turn On Fee: | $150.00 | Charged to turn water service back on |
| **OTHER FEES AND CHARGES:** | | |
| Utility Transfer Fee: | $45.00 | |
| Insufficient Funds Charge: | $40.00 | |
| Lien Filing Fee: | $200.00 | |

**HIDDEN VALLEY WATER DISTRICT**

**RESOLUTION TO ADOPT BUDGET**

**2026 Resolution No. 2**

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE HIDDEN VALLEY WATER DISTRICT, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2027 AND ENDING ON THE LAST DAY OF DECEMBER, 2027

WHEREAS, the Board of Directors of Hidden Valley Water District has appointed Judith C. Simonson to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Judith C. Simonson has submitted a proposed budget to this governing body on October 15, 2026 for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 17, 2026 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDDEN VALLEY WATER DISTRICT, COLORADO:

Section 1. That estimated expenditures for the General Fund are $347,300.

Section 2. That estimated revenues for the General Fund are as follows:

| | |
|---|---|
| From un-appropriated surpluses | $ 378,392 |
| From sources other than property tax | $ 136,815 |
| From debt service property tax levy | $ 80,000 |
| From general property tax levy | $ 166,865 |
| Total General Fund | $ 762,072 |

Section 3. That the budget as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the Hidden Valley Water District for the year stated above.

Section 4. That the budget hereby approved and adopted shall be signed by Chairman and Secretary and made a part of the public records of the District.

ADOPTED, this 17th day of November, 2026.

HIDDEN VALLEY WATER DISTRICT

By:_____
Max Parmenter, Chairman

ATTEST:

_____
Chris Palmer, Secretary

**HIDDEN VALLEY WATER DISTRICT**

**RESOLUTION TO APPROPRIATE SUMS OF MONEY**

**2026 Resolution No. 3**

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE HIDDEN VALLEY WATER DISTRICT, COLORADO, FOR THE 2027 BUDGET YEAR.

WHEREAS, the Board of Directors has adopted the annual budget in accordance with the Local Government Budget Law on November 17, 2026; and

WHEREAS, Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues for the purposes provided in the budget, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDDEN VALLEY WATER DISTRICT, COLORADO:

Section 1. That the sum of $347,300 is hereby appropriated from the revenue of the General Fund.

ADOPTED, this 17th day of November, 2026.

HIDDEN VALLEY WATER DISTRICT

By:_____
Max, Parmenter, Chairman

ATTEST:

_____
Chris Palmer, Secretary

**HIDDEN VALLEY WATER DISTRICT**

**RESOLUTION TO SET MILL LEVIES**

**2026 Resolution No. 4**

A RESOLUTION TO SET THE MILL LEVY, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE HIDDEN VALLEY WATER DISTRICT, COLORADO, FOR THE 2027 BUDGET YEAR.

WHEREAS, the Board of Directors has adopted the annual budget in accordance with the Local Government Budget Law on November 17, 2026; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2027 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary for operating and debt service expenses from property tax revenue is identified in the budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Hidden Valley Water District:

1. That for the purposes of meeting a portion of the operating expenses of the District during the 2027 budget year, the District determined to levy 51.388 mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting a portion of the debt service expenses of the District during the 2027 budget year, the District determined to levy 24.637 mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the Manager of the District is hereby authorized and directed to certify to the County Commissioners of Jefferson County, Colorado, the mill levies for the District as set forth in the District's Certification of Tax Levies attached hereto and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED, this 17th day of November, 2026.

HIDDEN VALLEY WATER DISTRICT

By:_____
Max Parmenter, Chairman

ATTEST:

_____
Chris Palmer, Secretary

# HIDDEN VALLEY WATER DISTRICT

## 2027 Budget Message

The Hidden Valley Water District was established in 2017 to take over ownership and operations of an existing public water supply system owned and operated by the Hidden Valley Mutual Water Company (Water Company). In 2019, it entered into an intergovernmental agreement with an adjoining water district, the Evergreen Metropolitan District (EMD), to obtain bulk water for the District's customers that meets current EPA water quality standards. In 2020, the District completed the infrastructure necessary to tie into EMD's existing water system and has upgraded some of its existing distribution system. As part of the intergovernmental agreement, the District still needs to purchase water storage rights that will be needed to augment the water supply being diverted out of the Bear Creek water basin to serve the Hidden Valley Water District service area. The District serves approximately 64 connected taps in its service area which is located in Jefferson County.

The 2027 budget was prepared in accordance with the Local Budget Law of Colorado. The budget reflects the projected spending plan for the 2027 fiscal year based on projected revenues coming from several sources. The budget provides for the general operations of the District, a business-like enterprise for the distribution of treated water, the annual debt service of the United States Department of Agriculture loan that the District has assumed from the Water Company, the accrued interest for the District's loan with the Colorado Water Conservation Board and additional capital expenditures including water rights.

An election was held on November 7, 2017. As a result of this election, the qualified electors of the District approved (1) a tax increase of $125,000 annually starting in 2018 and amounts either more or less than $125,000 thereafter which are necessary to pay the District's administration, operations, maintenance and capital expenses and authorized the District to collect, retain and spend all revenues and other funds received from any source, without limitation imposed by 29-1-301 or Article X Section 20 for the Colorado Constitution, and (2) an increase in the District's debt of $3,000,000 with a repayment cost of $24,600,000 and a tax increase of $24,600,000 annually or by such lesser amount as may be necessary for the payment of such debt and any refunding thereof.

The District's assessed value is $3,247,150 for 2025. The District certified 76.025 mills in 2026 for taxes collected in the 2027 fiscal year. The District is dedicating 51.388 mills to Operations and the Debt Service for its USDA loan and 24.637 mills to the Debt Service for its CWCB loan.

### Budgetary Basis of Accounting

The District's uses the modified accrual basis of accounting. Revenues are recorded when earned and expenses recorded when the liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

### Emergency Reserve

As required by Section 20 of Article X of the Colorado Constitution ("TABOR"), the District provides for an Emergency Reserve in the amount of 3% of its fiscal year spending less certain allowed exclusions. Funds in excess of the Emergency Reserve are intended to be set aside for required loan reserves and capital project reserves.

# Hidden Valley Water District
## Check Register
## For the Period From Nov 1, 2026 to Nov 30, 2026

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---|---|---|---|---|
| 698 | 11/12/26 | CivicPlus LLC | 1000 | 75.60 |
| 699 | 11/12/26 | High Country Utility Services LLC | 1000 | 800.00 |
| 700 | 11/12/26 | Jehn Water Consultants, Inc. | 1000 | 62.50 |
| 701 | 11/12/26 | Simonson & Associates, Inc. | 1000 | 5,982.12 |
| ACH113026 | 11/30/26 | Verizon Wireless | 1000 | 49.60 |
| ACH113026-1 | 11/30/26 | Xcel Energy | 1000 | 151.86 |
| **Total** | | | | **7,121.68** |

# HIDDEN VALLEY WATER DISTRICT

## MANAGEMENT AGREEMENT

This agreement is made this 17th day of November, 2026, by and between Hidden Valley Water District ("District"), and Simonson & Associates, Inc. ("Manager").

WHEREAS, the District is in need of management services; and

WHEREAS, Manager has substantial experience in provision of the management services required by District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Manager will provide the following basic management services on an hourly basis:

    a. Prepare meeting notices and board meeting packets with agendas, minutes and other information pertinent for the meetings and attend twelve Board meetings annually.

    b. Administer District's insurance coverage, processing annual renewals and updating asset schedules as required.

    c. Maintain the District's records and make available for public review.

    d. Maintain all general accounting and bookkeeping records for the District, prepare monthly financial statements and disbursements for board approval, and assist the auditor in preparation of the annual audit, providing audit records required. Coordinate billing and collection of service fees for the district, including obtaining meter readings and calculating customer usage, printing and mailing billing statements and recording receipts.

    e. Make statutory filings, as necessary, with the various State, County and local governmental agencies.

    f. Provide a contact office with regular operational hours, together with necessary personnel for provision of services required and a designated telephone line with voice messaging services for responding to customer inquiries.

    g. Prepare annual District budget and mill levy certifications (including two drafts and a final) and monitor revenues and expenditures in accordance with the budget.

Manager will keep and submit time records for the above services on a monthly basis, which shall be billed against the annual maximum, and paid by the District within 30 days. The time records for

the above services shall be summarized by the categories listed above and by the personnel providing the service using the published hourly rates of personnel at Simonson & Associates, Inc.

2. Manager will provide the following additional services on an hourly basis as may be required and which may vary from year to year:

a. Follow up on any delinquent customer accounts. Coordinate customer requests for utility transfers and update district records with new customer information. Coordinate and implement new billing software and/or software updates as may be required.

b. Act as liaison with other governmental agencies, property owners and consultants on behalf of the District and respond to customer inquiries.

c. Prepare supplementary District budgets, if required, prepare special financial and investment analyses, as requested, attend extended or additional Board meetings.

d. Coordinate with the District's engineers for the construction of district facilities including facility design, permitting requirements, publication of bids/final payments, project and contract administration and insurance requirements. Coordinate with the District's engineers for the provision of emergency maintenance of the District's facilities.

e. Coordinate the bidding and contract negotiations required by the District for acquiring any new service or change in existing service, such as water treatment, insurance, inspection services, engineering services, facility maintenance, etc.

Manager will keep and submit detailed hourly time records for the above extra services on a monthly basis, which shall be paid by the District within 30 days. The time records for the above services shall be summarized by the categories listed above and by the personnel providing the service using the published hourly rates of personnel at Simonson & Associates, Inc.

3. Manager will also charge for reimbursable expenses such as copies, facsimiles, mileage, long distance telephone calls, postage, messenger services, recording fees and others. Office supplies for the District such as stationery, file folders, check stock and other similar out-of-pocket expenses will be charged at cost plus a 10% markup. Such costs will be included in the District's monthly statement and shall be paid by the District within 30 days.

4. Manager's constitutional compliance: To the extent required by law, Manager shall comply with Article XXVIII, sections 15 and 17(2) of the Colorado Constitution which provides that "The contract holder agrees, for the duration of this contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on

behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions."

5. This contract shall be effective for calendar year 2027. The contract may be terminated by either party upon 120 days' written notice to the other party.

**HIDDEN VALLEY WATER DISTRICT**

By:_____
Max Parmenter, Chairman

Attest:

_____
Chris Palmer, Secretary

**SIMONSON & ASSOCIATES, INC.**

By:_____
Judith C. Simonson, President

Attest:

_____
Marcia Hunter, Secretary

**SIMONSON & ASSOCIATES, INC.**

**2027**
**Comparative Hourly Rate Schedule**

| | 2027 | 2026 | change |
|---|---|---|---|
| Manager | $216.00 | $216.00 | n/c |
| Accounting Manager | $190.00 | $190.00 | n/c |
| Senior Accountant | $178.00 | $174.00 | 2.3% |
| Office Manager | $ 96.00 | $ 90.00 | 6.7% |

This rate schedule is based on Simonson & Associates, Inc. current staffing as of the date published and is subject to change as staffing changes may occur from time to time. 30 days prior notice shall be provided for any rate schedule changes.

Statements are submitted monthly and are due within 30 days. Statements include a breakout of total hours worked by staff member. Charges for reimbursable expenses such as copies, facsimiles, mileage, long distance telephone calls, postage, messenger services, recording fees, etc. are included with our monthly statement for services. Office supplies such as stationary, file folders, check stock and other similar out-of-pocket expenses will be charged at cost plus a 10% markup.

Effective 01/01/27