

**RESOLUTION 2024-05**

**ST. VRAIN WATER AUTHORITY**

**BOULDER, LARIMER, AND WELD COUNTIES, COLORADO**

---

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING A FIRST AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE ST. VRAIN WATER AUTHORITY AND EXCELLENCE LOGGING US INC.**

---

**WHEREAS**, the Board of Directors (“Board”) of the St. Vrain Water Authority (“Authority”) has the power and authority pursuant to its Establishing Agreement and C.R.S. 29-1-204.2 *et. seq.*, to enter into contracts and agreements effecting the affairs of the Authority; and

**WHEREAS**, the Authority will be operating a reverse osmosis water treatment plant, deep injection well, and related facilities (“Water Treatment Facilities”); and

**WHEREAS**, the Authority previously entered into an Agreement for Services (“Agreement”) with Excellence Logging US Inc., d/b/a locally as Core-Tech Wireline Services, LLC (“Excellence”); and

**WHEREAS**, the Authority and Excellence agreed to additional insurance carried by Excellence and additional compensation from Authority; and

**WHEREAS**, the Authority has been presented with a First Amendment to Agreement for Services (“First Amendment”) whereby Excellence will provide additional insurance to the Agreement and the Authority will provide additional compensation; and

**WHEREAS**, the Authority’s Board, after reviewing the First Amendment, desires to enter into the First Amendment with Excellence.

**NOW, THEREFORE, BE IT RESOLVED BY** the Board of Directors of the St. Vrain Water Authority that:

1. **Approval of First Amendment.** The First Amendment between the Authority and Excellence in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s Vice-President and Secretary, or if one or both of them are


unavailable, any other appropriate officer of the Authority is hereby authorized to execute the First Amendment by and on behalf of the Authority.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of April, 2024 by the Board of Directors of the St. Vrain Water Authority by a vote of 4 FOR and 0 AGAINST.

**ST. VRAIN WATER AUTHORITY**

By:  \_\_\_\_\_  
Julie Pasillas, Vice-President

**Attest:**

 \_\_\_\_\_  
Dave Lindsay, Secretary

**FIRST AMENDMENT TO AN AGREEMENT FOR SERVICES BY AND  
BETWEEN THE ST VRAIN WATER AUTHORITY AND EXCELLENCE  
LOGGING US INC**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR WELL LOGGING AND TESTING SERVICES** (“Agreement”) is made and entered into this 8<sup>TH</sup> day of APRIL, 2024, to be effective as of the 8<sup>TH</sup> day of APRIL, 2024 (“Effective Date”), between the **ST. VRAIN WATER AUTHORITY**, a political subdivision of the State of Colorado (“Authority”), whose address is 9950 Park Avenue, Firestone, Colorado 80504 and **Excellence Logging US Inc.**, a Delaware corporation, doing business locally as **Core-Tech Wireline Services, LLC**, (“Contractor”), with reference to that certain Agreement for Services between the Authority and the Contractor executed by the Authority on April 1, 2024, and hereinafter referred to as the “Original Agreement”.

**RECITALS**

**WHEREAS**, the Original Agreement included language related to liability of loss and/or replacement of Contractor’s equipment used downhole that the Parties desire to enhance; and

**WHEREAS**, in furtherance of that purpose, the Contractor agrees to provide a project specific insurance policy to cover the cost of potential loss and/or replacement of Contractor’s equipment ; and

**WHEREAS**, the Authority agrees to increase the compensation to Contractor to cover the cost of the additional insurance and to cover the cost of any deductible associated with a claim against the additional policy; and

**WHEREAS**, the Parties believe it to be in their best interests to amend the Original Agreement as set forth herein.

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

**PART 1** - Section 5 of the Original Agreement is amended to include the following subparagraph (c):

(c) If Contractor suffers loss or damage to any downhole equipment and files a claim with their insurance carrier for the project specific additional insurance policy, Contractor shall be authorized, and Authority shall be required, to pay any deductible amount up to \$10,000.00.

PART 2 - Exhibit B of the Original Agreement is hereby relaced in its entirety with the following Exhibit B: (see next page)

# Exhibit B



## Core-Tech Wireline Services

2881 S. 31st Ave

Suite 17

Greeley, CO 80631

970-460-0064 Office

970-460-9605 Fax

| Description of Service          | On Location | Unit Price | Per Day / Per Hour | Minimum Charge | Additional Hours | Minimum Totals     |
|---------------------------------|-------------|------------|--------------------|----------------|------------------|--------------------|
| Service Rig (12 hour shifts)    | 4           | \$2,058.00 | Per Shift          | \$2,058.00     | \$165.00         | \$8,232.00         |
| Helper (12 Hour Shifts)         | 4           | \$528.00   | Per Shift          | \$528.00       | \$44.00          | \$2,112.00         |
| Gauge Ring                      | 1           | \$178.00   | Per Job            | \$178.00       |                  | \$178.00           |
| Pump in Tee                     | 1           | \$297.00   | Per Job            | \$297.00       |                  | \$297.00           |
| Pup Joint                       | 1           | \$148.00   | Per Job            | \$148.00       |                  | \$148.00           |
| Time/Depth Recorder             | 2           | \$1,158.00 | Per Day            | \$1,158.00     | \$1,158.00       | \$2,316.00         |
| GTC Tool (Gamma, Temp, CCL)     | 1           | \$6,830.00 | Per Job            | \$6,830.00     |                  | \$6,830.00         |
| 5CC Lithium Battery Pack        | 1           | \$1,200.00 | Per Job            | \$1,200.00     |                  | \$1,200.00         |
| Dual 10K BHP Gauges             | 2           | \$534.00   | Per Day            | \$534.00       | \$534.00         | \$1,068.00         |
| Download and Process            | 7           | \$297.00   | Per Run            | \$297.00       | \$297.00         | \$2,079.00         |
| Shipping & Handling             | 1           | \$700.00   | Per Run            | \$700.00       |                  | \$700.00           |
| Fuel Surcharge                  | 50          | \$13.00    | Per Hour           | \$13.00        | \$13.00          | \$650.00           |
| Safety, Redress, Certifications | 1           | \$38.00    | Per Hour           | \$38.00        |                  | \$38.00            |
| Lost In Hole Insurance          | 1           | \$2,623.13 | Per Job            | \$2,623.13     | \$10,000         | \$2,623.13         |
| Subtotal                        |             |            |                    |                |                  | <b>\$28,471.13</b> |
| Discount %                      | 10.00%      |            |                    |                |                  | \$2,584.80         |
| <b>Total</b>                    |             |            |                    |                |                  | <b>\$25,886.33</b> |

Job is bid out with an estimated completion time of 50 hours. Labor and Helper will be adjusted accordingly to time of completion of project.

This Bid Will be honored for 30 days from presentation of Bid.

Any unexpected tools needed to complete assigned task will be approved through company representative and charged accordingly.

Insurance coverage for tools lost in hole is quoted at a premium of \$2,623.13. Deductible if tools are lost in hole will be covered by customer at \$10,000.00

"This quotation / order acknowledgment shall constitute the entire agreement between the parties, which shall be exclusively governed by Excellence Logging - Standard Terms & Conditions for the sale of Goods & Services".

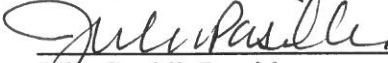
|                               |                           |
|-------------------------------|---------------------------|
| <b>Company Name</b>           | <i>IPT Well Solutions</i> |
| <b>Company Representative</b> | Tom Rogers                |

The Original Agreement, as amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the day and year first above set forth.

**AUTHORITY:**

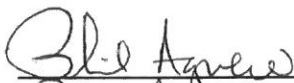
**ST. VRAIN WATER AUTHORITY**, a political subdivision of the State of Colorado

By:   
~~Julie Svaldi, President~~  
Julie Pasillas, Vice-President

This Agreement is accepted by:

**CONTRACTOR:**

Excellence Logging US Inc.

By:   
Name: PHILIP AGNEW  
Title: PRESIDENT  
Date: APRIL 2<sup>ND</sup>, 2024

By execution, signer certifies that he/she is authorized to accept and bind Contractor to the terms of this First Amendment.