



ARABIAN ACRES METROPOLITAN DISTRICT  
c/o Walker Schooler District Managers  
614 N. Tejon St.  
Colorado Springs, CO 80903

**REGULAR BOARD MEETING  
AGENDA AND NOTICE  
WEDNESDAY, JUNE 17, 2020  
5:30 PM**

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/196061053>

**You can also dial in using your phone.**

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

**Access Code:** 196-061-053

**Public invited to attend**

NOTICE IS HEREBY GIVEN that a Meeting of the Board of Directors of ARABIAN ACRES METROPOLITAN DISTRICT, Teller County, Colorado has been scheduled for Wednesday, June 17, 2020 at 5:30 p.m. via tele/videoconference for the purpose of addressing those matters in the Agenda set forth below.

**Board of Directors / Term Expires**

Allan Brown, 2022

Stan Claassen, 2022

Edith Coffman, 2023

Elizabeth Douglass, 2023

Lanny Hoel, 2023

Lynn Willow, ORC

Kevin Walker, WSDM

Kristian Kulick, WSDM

**1) ADMINISTRATIVE MATTERS**

- a) Call to Order & Declaration of Quorum
- b) Confirm any Potential Conflicts of Interest
- c) Discussion and Approval of the Agenda
- d) Review and Approval of the May 20, 2020 Board of Directors Meeting Minutes (see attached)

- e) Review and Approval of the June 3, 2020 Board of Directors Special Public Meeting Minutes (under separate cover)

**2) FINANCIAL MATTERS**

- a) Review of billing and collection status
- b) Review and approve the Payment of Claims (see attached)
- c) Review and accept the May 31, 2020 Unaudited Financial Status (see attached)
- d) Approve Contract for Ground Engineering (See attached)

**3) OLD BUSINESS**

- a) Public Hearing on Resolution to change rates and charges to allow for monthly billing (information will be available at the meeting)
- b) Status update on the Water System Upgrade project
  - i) Schedule
  - ii) Communication plan
- c) Ray Household water quality issue
- d) Fire Mitigation
- e) Trout Haven Exclusion project
- f) Website upgrade

**4) OPERATORS REPORT**

**5) NEW BUSINESS**

- a) June 11 water main break and shutdown

**6) OTHER BUSINESS**

**7) PUBLIC COMMENT**

Comments will be limited to 3 minutes. Please remain respectful of the Board of Directors as well as of your fellow residents.

**8) ADJOURNMENT**

THE NEXT REGULARLY SCHEDULED MEETING IS SCHEDULED FOR WEDNESDAY, JULY 15, 2020 at 5:30 p.m.





**MINUTES OF THE BOARD OF DIRECTORS SPECIAL MEETING  
ARABIAN ACRES METROPOLITAN DISTRICT**

June 3, 2020 at 5:30 P.M.

Via Telephone and Video Conference Call

**In attendance were Directors:**

Allan Brown  
Stan Claassen  
Edith Coffman  
Elizabeth Douglass  
Lanny Hoel

**Also in attendance were:**

Jason Downie, Susemihl McDermott &  
Downie, P.C.  
Kevin Walker, WSDM  
Mike Groselle, AquaWorks  
Lynn Willow, ORC  
Members of the public (See sign-in sheet)

**1. ADMINISTRATIVE MATTERS**

- a. Call to Order & Declaration of Quorum: Director Coffman called the meeting to order at 5:30 p.m. and confirmed all Board members were present.
- b. Confirm any Potential Conflicts of Interest: All Board members confirmed there were no conflicts of interest.
- c. Discussion and Approval of the Agenda: Director Claassen asked if the Board was able to do everything tonight that allows us to execute the loan, the construction agreement as quickly as possible. Mr. Walker confirmed they can do that but noted they do not have all the documents because they are still awaiting details. The loan documents are not here but by passing the resolution approving the loan, the Board authorizes the execution and delivery of the documents. The Resolution authorizes the appropriate officers of the District to sign and execute the loan. Mr. Walker noted they can also delay the passing of the Resolution until they have all the documents. Director Claassen asked about a Resolution that authorizes the execution of construction contracts. Mr. Walker confirmed that could be added to the Agenda under 2.c. – Authorizing the appropriate officers to execute other documents related to the construction including final contracts for the contractors, etc. Director Claassen discussed the remaining details for the documents are boilerplate and that he would like to be able to get the contracts signed as quickly as possible.

Director Claassen moved to approve the Agenda with the addition of item 2.c.; seconded by President Coffman. Motion passed unanimously.

**2. APPROVAL OF CONSTRUCTION LOAN AND ENTERPRISE DESIGNATION RESOLUTIONS**

- a. Consider approval of Resolution 2020-06-01 - A Resolution Approving A Loan From The Colorado Water Resources And Power Development Authority; Authorizing The Form And Execution Of The Loan Agreement And A Governmental Agency Bond To Evidence Such Loan; Authorizing The Execution And Delivery Of Documents Related Thereto; And Prescribing Other Details In

Connection Therewith: Mr. Walker explained the authorizing resolution allows the Board Officers; President, Treasurer and Secretary, to execute the loan documents and outlines the specifics around the loan documents that have been discussed for the past several months. A \$1.5 Million loan with a \$400,000 principal forgiveness, the term is 30 years with a 0.5% interest rate. Mr. Walker noted the resolution was drafted by bond counsel and is standard language. Mr. Downie said the resolution is almost identical to the one the Board entered into last year for the \$300,000 grant. It authorizes the Board officers to execute the loan documents within certain parameters to get to closing. Director Claassen asked about section 3 paragraph b, where it says the loan will not exceed \$1.5 Million and he thought it was for \$1.1 Million. Mr. Walker explained the District will get \$1.5 Million to spend, but the District only must pay back \$1.1 Million. Director Claassen asked about section 3, first paragraph that states that anybody can determine the interest rate, and other specifics on the loan but in section 10 it says designated authorized officers which seem to be in conflict. Mr. Downie said they can change that to make it consistent with only designated board officers. Director Claassen discussed section 10 where it authorizes the board officers and asked if it should require 2 signatures. Mr. Walker confirmed the loan documents will require 2 signatures, the President's signature and 1 attest either the Treasurer or Secretary. Mr. Downie confirmed the closing document is drafted for the Board President and Board Secretary's signature. Mr. Walker said he could clarify the language. Director Claassen moved to accept the loan Resolution 2020-06-01 - A Resolution Approving A Loan From The Colorado Water Resources And Power Development Authority; Authorizing The Form And Execution Of The Loan Agreement And A Governmental Agency Bond To Evidence Such Loan; Authorizing The Execution And Delivery Of Documents Related Thereto; And Prescribing Other Details In Connection Therewith as revised; seconded by Director Brown. Motion passed unanimously.

- b. Consider approval of Resolution 2020-06-02 – Affirming the District's Water Activity Enterprise and Making Other Findings and Providing Details in Connection Therewith: Mr. Walker explained this is a technicality in terms of how we are operating the District. Mr. Walker explained the District has operated from the beginning as an enterprise. An enterprise is an operation that takes in fees and provides services based on those fees. An enterprise cannot take in more than 10% of its operating revenues from property or sales taxes or grants from the state of Colorado. Mr. Walker noted the last time the District passed a resolution on this was in 2012, but every past audit since 2013 includes a statement that the Board is operating as a water enterprise. This resolution is a formal step that shows the District is qualified to accept this loan from the State of Colorado. Mr. Downie confirmed the District has been running as a water enterprise and they did not exceed the 10% so they are a qualified enterprise and the formal resolution is for the loan. President Coffman asked about the amount needed for the reserves. Mr. Walker explained it is 10% for all loans so basically, they will need to set aside roughly \$245,000 for all the loans based on the auditor's review. Mr. Walker confirmed this would not adversely affect the District's cash position. Mr. Walker recommended they modify the Balance Sheet to show an account that has the \$245,000 reserve and update it yearly based on the principal paid as well as an Operating Reserve line item. Director Douglass

noted changing the account names on the Balance Sheet to make them more accurate. Mr. Walker also noted the District will not need to do a budget amendment according to the Auditors and the attorneys if the District performs the audit. Director Claassen moved to approve Resolution 2020-06-02 – Affirming the District’s Water Activity Enterprise and Making Other Findings and Providing Details in Connection Therewith; seconded by Director Douglass. Motion passed unanimously. Mr. Downie left the meeting.

- c. Authorizing the appropriate officers of the District to execute other documents related to the construction including final contracts for the contractors, etc.: Director Claassen discussed exploratory work to determine where the rock is and explained that Mr. Sommers budgeted \$3,000 for this and wanted to do it on Friday. Mr. Groselle explained the contractor does not have the Teller County permit yet, so he is not able to perform the exploratory work on Friday. Director Claassen noted this item is outside of the scope of the construction agreement and asked if it could be done under a maintenance item. Director Claassen would like for Mr. Sommers or Mr. Groselle to be authorized to do this because the exploratory work will help us make decisions on if it is worth it to bring in the big trencher. Director Claassen said he thinks it would be in the District’s best interest to invest the \$3,000 or \$4,000 in this work.

Director Hoel moved to authorize the construction agreements with the contractors based on the contract documents and bid specifications in AquaWorks Construction Administration Contract per last month’s discussion and changes and other construction related documents required to begin the construction; seconded by Director Claassen. Motion passed unanimously.

Mr. Walker discussed the rock exploration and noted that if the District did not close on the loan, they would be obligated to make a payment for the work. Mr. Walker asked what the cost would be. Director Claassen said that Mr. Sommers had budgeted \$3,000 but there was no other information other than that was his estimate for what it would cost. Director Claassen discussed if they used a backhoe it would be more disruptive and he thinks rock drills could be rented for a few days for \$1,000 and they could drill a bunch of holes to get an idea of what rock they will run into. He added this could help make decisions and there are insulation options that Mr. Sommers has come up with to get around the rock at various levels. Director Claassen said he wanted to ask Mr. Willow where we are most likely to hit rock at a higher level so they could start the exploration there. Mr. Walker noted that Mr. Willow was trying to call into the meeting. Director Claassen said he would also like to have a meeting with AquaWorks on means and methods because he thinks they would get a lot more exploration done using a rock drill versus a backhoe. Director Douglass asked about having to fix the roads if a backhoe was used. Director Claassen said they would have to backfill the roads and it is a lot more invasive. He asked what the objections are to the rock drill method. Mr. Groselle explained they brought up the rock drill option with the contractor and he asked if there was a rock drill available. Director Douglass asked what the cost would be for the trencher. Mr. Groselle explained they are trying to determine if they will need to use a trencher or a backhoe to dig out the trenches. The trencher is more appealing to them if they will get money for rock because it costs so much to have it at the site. Mr. Willow

noted there was only one house on Lower Gerka where they had to move the meter pit a few feet due to rock. That area was excavated in the past to install the existing service line. Mrs. Callan asked who would pay for the trencher. Director Claassen said the contractor would pay for it and discussed that is why the contractor would only want to bring it out if they are going to hit a lot of rock. Director Claassen discussed having the Board authorize up to \$4,000 to have someone such as Mr. Fiedler or Mr. Willow or the contractor to perform the exploratory work by renting the necessary rock drill and equipment. Director Claassen noted the loan will not be approved until June 15, 2020 so there are a few weeks to make good use of time. Mr. Willow estimated 25% of the lower end of the subdivision may have rock problem areas. Mr. Willow also noted for the rock exploration drilling, they may need a licensed excavator who is bonded for the roads and we would have to purchase the Road Cut Permits which can be \$300 to \$350. After clarification, Director Claassen moved to authorize Mr. Willow to spend up to \$4,000 with Native Sun for rock exploration with the concurrence of AquaWorks and Director Claassen as representative of the Board; seconded by Director Douglass. Motion passed unanimously.

### **3. OLD BUSINESS:**

- a. Status update on the Proposed Water System Upgrade project: There was no additional discussion.

Director Hoel asked why Mr. Willow was not notified of the pre-construction meeting tomorrow with AquaWorks, Native Sun and Director Claassen. President Coffman said that anytime there is a conference or meeting, the Board needs to know as well as Mr. Willow and Mr. Walker and she was not told as the President of the Board. Mr. Walker said he will make sure the Board and Mr. Willow is informed of the scheduled meetings.

Director Douglass asked Mr. Groselle about their sampling method standard. Mr. Groselle explained they typically have that for installation of new water lines with bore testing which is similar to rock drilling. A Geotech usually drills a small hole until they hit refusal and that is how they determine the depth and material.

Director Douglass stated that she was not comfortable with the fact that we did not know very much about the contractors, so she did Google searches and she did not find any negative reviews about them.

4. **NEW BUSINESS:** Director Douglass explained that she is a part of the Arabian Acres Wildfire Protection Group and they look to mitigate Arabian Acres and Trout Haven since they have been deemed #1 and #2 for a fire risk in Teller County. A resident reached out and asked about fire mitigation around the pond that is owned by the District. In the past, Tip Top had mitigated around Control Building A, but no other mitigation has been done. They are currently working with the Coalition of the Upper South Platte and they have cost-sharing grants for individual property owners to mitigate their property where they pay 40% of the costs. Director Douglass just wanted to inform the Board of the cost-sharing grants available. President Coffman noted the liability of the District owning the property where the pond is. Mr. Walker said he will review the declaration of the insurance to make sure they recognize there is a pond there. He

noted they do have general property liability insurance coverage. President Coffman discussed the POA giving the District the key to the gate at the pond since it is owned by the District. She also discussed tables that are vandalized that need to be fixed. Mr. Winterer commented the POA should be responsible for maintaining the pavilion since they built it. Director Hoel said the POA is aware they are responsible, and they had a discussion today about purchasing new tables and installing cameras to prevent future vandalism. Director Hoel added that he can open the gate or give the combination to anyone who needs it. Mr. Winterer noted a large tree near the pond that may be in danger of coming down on the pavilion, but he is unsure who is responsible for it. Director Douglass noted we may need to reach out to the individual property owners. Director Hoel said he will be sure to check it out.

**5. OTHER BUSINESS:** There was no discussion.

**6. PUBLIC COMMENT:** Mr. Winterer complimented the Board for doing a good job and moving in the right direction. He feels happy to see everyone getting along and working together.

**7. ADJOURNMENT:** Director Brown moved to adjourn; seconded by Director Douglass. Motion passed unanimously at 6:55 P.M.

Respectfully Submitted,  
Walker Schooler District Managers

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By: Recording Secretary

THESE MINUTES ARE APPROVED AS THE OFFICIAL JUNE 3, 2020 MINUTES OF THE ARABIAN ACRES METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

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Allan Brown

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Stan Claassen

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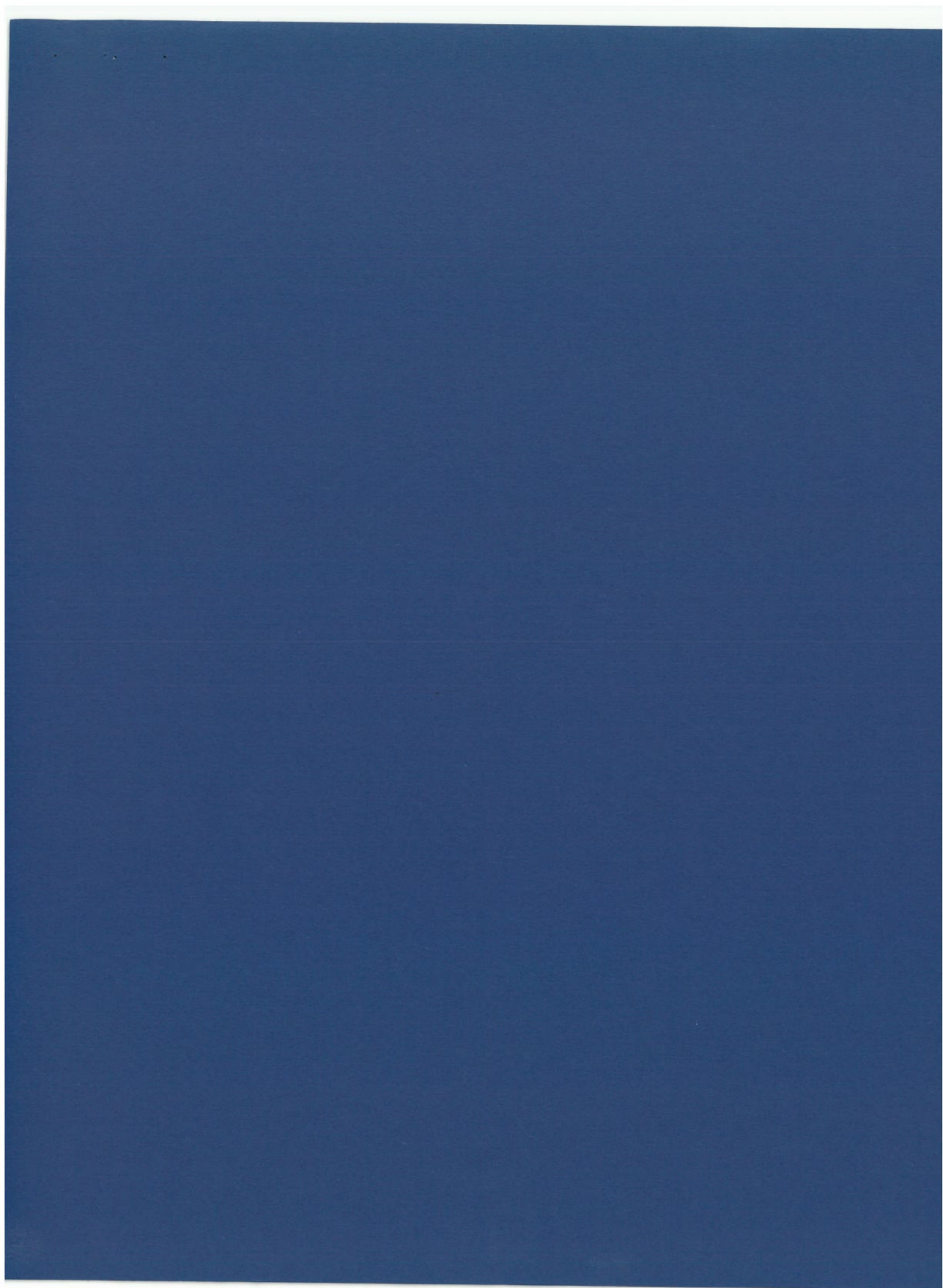
Edith Coffman

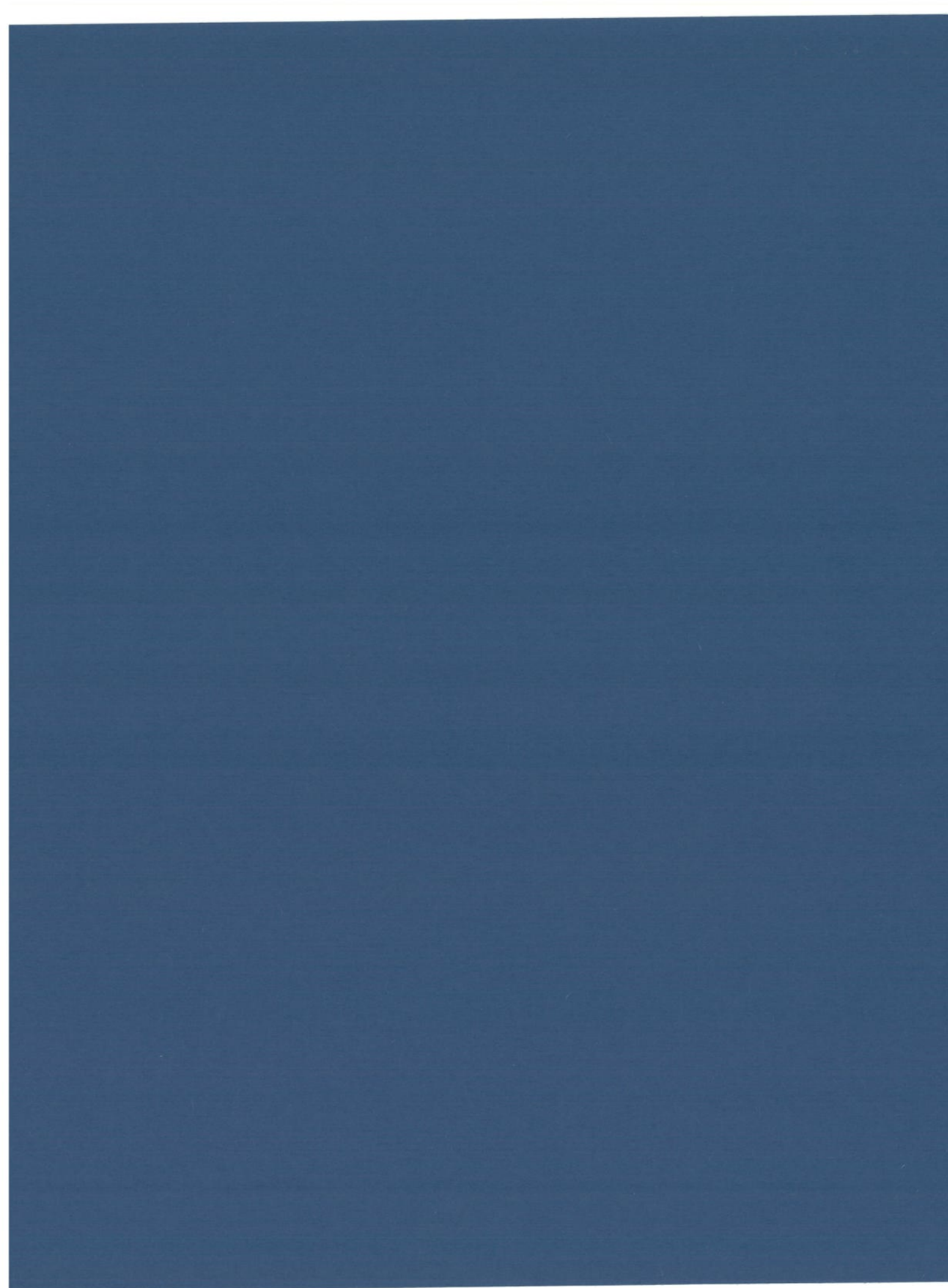
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Elizabeth Douglass

Lanny Hoel

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**MINUTES OF THE BOARD OF DIRECTORS SPECIAL MEETING  
ARABIAN ACRES METROPOLITAN DISTRICT**

May 21, 2020 at 5:30 P.M.

Via Telephone and Video Conference Call

**In attendance were Directors:**

Allan Brown  
Stan Claassen  
Edith Coffman  
Elizabeth Douglass  
Lanny Hoel

**Also in attendance were:**

Lynn Willow, ORC  
Kevin Walker, WSDM  
Adam Sommers, AquaWorks  
Mike Groselle, AquaWorks  
Members of the public (See sign-in sheet)

**1. ADMINISTRATIVE MATTERS**

- a. Call to Order & Declaration of Quorum: Director Coffman called the meeting to order at 5:30 p.m. and confirmed all Board members were present.
- b. Confirm any Potential Conflicts of Interest: All Board members confirmed there were no conflicts of interest.
- c. Discussion and Approval of the Agenda: Director Claassen requested discussion on monthly billing be added to the Agenda under Old Business. Mr. Walker noted they will be moving the Operator's Report to earlier in the Agenda, after the Election of Officers. Mr. Walker suggested having a discussion with Mr. Ray earlier in the Agenda as well after the Operator's Report. Director Claassen moved to approve the Agenda as amended; seconded by Director Hoel. Motion passed unanimously.
- d. Election of Board Officers: Director Hoel nominated Edith Coffman for President. Director Brown nominated Stan Claassen. Director Claassen discussed his experience in construction and with the construction project the District will be involved in for the next few months he thinks he would be a good candidate. He noted they may need to make decisions quickly during the construction process and there may be motions that the President be allowed to sign documents. Director Coffman asked if he is proposing as President, he would take on the responsibility to accept and sign off on something without consulting the other Directors; Director Claassen stated absolutely not unless the directors directed him to do that. Director Coffman stated that she thinks all directors need to be involved in everything. Directors Claassen and Coffman accepted their nomination. Director Coffman said that she brings a lot of years of experience with the water district and she thinks she has done a good job and will continue to do a good job. Edith Coffman was elected President by a vote of 3 to 2.

President Coffman nominated Stan Claassen for Treasurer. Director Claassen accepted his nomination. Director Claassen was elected Treasurer unanimously. President Coffman nominated Elizabeth Douglass for Secretary. Director Douglass accepted her nomination.

Director Douglass was elected Secretary unanimously. President Coffman stated that we are embarking on a big project with a lot of paperwork and she feels that Director Claassen is the best person for the job of Treasurer, and she is glad that the Board agrees. She also noted that Director Douglass lives nearby so when there is a need to verify documents she will be right there.

- e. Review and Approval of the April 22, 2020 Board of Directors Meeting Minutes: Director Douglass moved to approve the April 22, 2020 Board of Directors Meeting Minutes; seconded by Director Brown. Motion passed unanimously.

## **2. FINANCIAL MATTERS**

- a. Review of billing and collection status: President Coffman asked how much is left in the grant to pay AquaWorks and noted an invoice for \$11,000. Mr. Walker explained there is approximately \$40,000 remaining but he does not have the specific number. Mr. Walker confirmed the work on the wetlands study has been completed. President Coffman asked for clarification on invoices from Dana Kepner. Mr. Walker explained they are still working on getting more detailed information from the invoices, so he is holding the check. President Coffman proposed that during this time that the Board is meeting virtually, Mr. Walker prepare the checks to allow the 2 Board members to sign prior to the Board meeting and then returned to Mr. Walker to hold on to. The Board will direct Mr. Walker which payments and checks are approved at the meeting. After discussion, Director Douglass moved to authorize Mr. Walker to prepare the checks to sign prior to the Board meeting where they will be approved; seconded by President Coffman. Motion passed unanimously. President Coffman asked about a mailing service invoice. Mr. Walker explained the charges are for the water billings that are mailed monthly.
- b. Review and approve the Payment of Claims: Director Brown moved to approve the Payment of Claims as presented; seconded by Director Douglass. Motion passed unanimously.
- c. Review and accept the April 30, 2020 Unaudited Financial Status: Director Claassen moved to accept the April 30, 2020 Unaudited Financial Status; seconded by Director Brown. Motion passed unanimously.
- d. Loan closeout for Meter Project: Mr. Walker reported they have completed the meter project and all the bills have been paid and lien wavers taken care of. We have spoke to the State about their process and they have submitted paperwork for us to sign saying the project is closed out. The total project was \$214,459 rather than the projected \$240,000 or \$404,000 that was authorized so that is good news. That will change the payment to \$23,688 per year from \$27,614 due on May 1, 2021 and every year going forward. Mr. Walker requested a Board vote to close the project and authorize President Coffman to sign the documents to close out the loan. Director Douglass moved to authorize President Coffman to sign the documents to close out the loan; seconded by Director Claassen. Motion passed unanimously.

Mr. Walker discussed the new District SIPA website that should be moving forward in the next 60 days since President Coffman has signed the paperwork.

- e. Update of Financial Model with projected loan payments – Mr. Walker reported that this will be discussed in next item.

### 3. OLD BUSINESS

#### a. Status update on the Proposed Water System Upgrade project

- i. Loan application status: Mr. Walker updated the Board on the loan application which was approved by the Colorado Water Conservation Board. They are working on all the loan documents and it should not take long to get the loan closed and the project started. Work is being done on the documents for the grant that goes along with the loan as well.

- (a) Need approval of Engagement Letter for KC Veio as Bond Counsel: Mr. Walker explained to get the loan done, the District will need to hire bond counsel. Last year, the State allowed the District to use Mr. Downie's office, the District's legal counsel, but that is not allowed this year. Mr. Walker was provided with four names for bond counsel and he added a few of his own recommendations. Three proposals were received back ranging from \$7,500 to \$12,500. The low bid was received from KC Veio for \$7,500 and he is ready to do the work if the Board approves his engagement letter. Mr. Walker explained bond counsel prepares all the documents to get us to closing for the loan. He would represent the District in the loan procedure, and the State requires a qualified bond counsel. Mr. Walker recommended the Board approve the engagement letter from KC Veio if the Board wants to move forward with the project. Director Claassen moved to approve the Engagement Letter for KC Veio as Bond Counsel; seconded by Director Brown. Motion passed unanimously.

- (b) Loan docs being reviewed – Mr. Walker said this had been discussed above.

- (c) Establish a special meeting date for approval: Director Hoel moved to schedule the special meeting for June 3, 2020 at 5:30 PM; seconded by Director Claassen. Motion passed unanimously.

#### ii. Plan review status – Plans officially approved

#### iii. Project Bid Status

- (a) Review of bid tabulations: Mr. Sommers reported that they had a great turnout for bids. The low bidder on the treatment project is Glacier Construction and Mr. Sommers has worked with them before and thinks they would be a good fit for the project. Native Sun Construction was the lowest bidder for the distribution system. Mr. Sommers has not heard of them before the bidding process, so he called around and they are currently wrapping up a project for the City of Cripple Creek and they had nothing but good things to say, so Mr. Sommers would recommend going with them. Mr. Sommers noted the District will not want to sign any contracts with contractors before the loan has closed.

- iv. Discussion of options for bids: Mr. Sommers discussed the menu of options for bids. He recommended the Board proceed with Alternate B on the treatment system which is everything except for the water storage tank. The water tank came in at

\$300,000, so given the big expense Mr. Sommers thinks the District's money is better spent on the Distribution system and replacing pipe. Mr. Sommers discussed the budget breakdown and the award of \$706,000 for Glacier Construction and award a contract for \$1.4 Million to Native Son Construction. This would allow for a \$200,000 contingency in case of change orders or other issues. If there is no need for a contingency, the plan is to increase the contract for Native Sun to wherever it is appropriate at that time. It would be a simple process with a change order since the District already has the unit prices. Director Claassen said he thinks the scope of work that Mr. Sommers has proposed is appropriate and the best use of the District's money and includes a decent cushion for change orders and rock. Director Claassen recommended getting the contractor started as soon as possible. Mr. Sommers said he thinks the loan has been expedited, so that will help expedite things. Mr. Walker explained they will have to hold a special meeting which requires 24-hour advanced notice to adopt the Resolutions that are based on the final documents.

Director Claassen moved to accept the Notices of Award for both contracts. Director Douglass asked if it is accurate by approving the two contractors, they are allowing a further look at them, and asked why there are two contractors for the job. Mr. Sommers explained there are two contractors because of the different disciplines of construction. Director Douglass noted that Mr. Sommers has never worked with Native Son before and asked if they were appropriately vetted. Mr. Walker said he independently spoke with their references and they were not glowing recommendations, but they were solid, they did what they said they were going to do and completed the work on time. Director Douglass asked about the decision to not replace the water storage tank and asked if we have enough storage for the current situation. Mr. Sommers explained that from what he understands, the water tank storage would be just fine unless there is a break in the line or a significant leak. The fact that they will be replacing most of the distribution system will reduce the likelihood of breaks and leaks. Mr. Walker noted he spoke with Mr. Willow about the water storage tank, and he understands that replacing most of the distribution system will help with the concerns with the existing water tank. Director Douglass asked what percentage of the line we will be able to replace with and without the tank. Mr. Sommers said we would be able to replace an additional 4,500 feet of pipe at \$67 per foot. Mr. Groselle explained it would be roughly 85% of the distribution system and noted the areas that the Board agreed did not need to be replaced. Mr. Walker explained there is still the chance to modify or discuss the distribution of money at future meetings. Director Claassen noted he is happy with what we will be able to accomplish. Director Hoel seconded Director Claassen's motion. Mrs. Callan asked if the wells are replacing other wells or are they additional wells. Mr. Sommers explained one is a new well near Control Building A and the second well is a re-drill of well #3 because it is so shallow. Motion passed unanimously.

Mr. Walker discussed things that will help keep the project moving forward. First is Mr. Sommers' contract to pay him for the time he has spent the last few weeks

putting together the project bid package and moving forward with Project Engineering and having Mr. Groselle on site during the project. Mr. Walker noted that he has sent the contract to Mr. Downie, but he has not had a chance to review the indemnification language, but he wanted Mr. Sommers to know that the Board will be moving forward with him if they can work out the final contract language with legal counsel. Director Claassen moved to approve the agreement for services for AquaWorks and the hiring of the Project Engineer subject to finalization of language in the contract; seconded by Director Brown. Motion passed unanimously.

Mr. Walker requested authorization for President Coffman to sign the application for the two well permits. Director Claassen moved to authorize President Coffman to sign the application for the two well permits; seconded by Director Brown. Motion passed unanimously. Mr. Walker thanked the Board and Director Claassen for his efforts during the process.

Mr. Walker reported he advertised the discussion of monthly billing for the regularly scheduled meeting in June. Mr. Walker noted he would have more information on how to structure the fees with the change to monthly billing at the June meeting.

Director Claassen requested Board approval for Mr. Sommers to provide him with a hard copy of the plans, but not the specifications. He noted it would help him a lot while he is looking over the project this summer. Mr. Walker said he can provide a copy for him as well as anyone else who would like one.

#### **4. OPERATOR'S REPORT**

- ORC Report: Mr. Willow reported that Bac-T samples were taken for the month and were negative. The filter was replaced on Control Building B on May 13, 2020 and Mr. Willow noted he will begin replacing the filter weekly. He has been working on a big project removing the leaky flush hydrants on Upper Gerka in Denwood and they are no longer leaking. Meters were read and recorded. Mr. Willow discussed that the CDC has determined that COVID-19 can only live for a short period of time in water and it is not present in groundwater. Our standard disinfectant practices are sufficient to kill this and all other viruses for potable water. Director Brown asked if all the new meters are working properly. Mr. Willow confirmed they are working properly and noted they had one meter pulled today to be tested due to a customer request. Mr. Willow confirmed there was a 100% on the last meter reading. Director Brown asked if there are spare meters in case one goes down. Mr. Willow confirmed he had 3 spare meters and now has 2. Director Claassen asked about the total water pumped. Mr. Willow confirmed it is for one month. Director Claassen said he thought the average usage is higher than it was, and it used to be 10,000 gallons per month. Mr. Willow clarified that an accurate average usage in the District is 500,000 gallons per month. Mr. Walker explained that the 10,000 gallons is more like per day usage. The Board thanked Mr. Willow for his report.

#### **5. NEW BUSINESS:** There was no discussion.

**6. OTHER BUSINESS:** There was no discussion.

**7. PUBLIC COMMENT:** President Coffman opened the meeting for public comment and allowed Mr. Ray to make his comments. Mr. Ray thanked President Coffman for her response last weekend during their problems with water quality and quantity. He also thanked Mr. Walker and Mr. Willow for their help. Mr. Ray explained they have been having water quality issues since the new meters were installed. He noted it seemed to improve after Mr. Willow performed the flush-out and filters. Mr. Ray discussed that they continue to have quantity problems and their water usage has gone up 3x from what they used before per two-month cycle. Mr. Ray would like to identify what the issue is with their quantity. He would also like to know if there is an end point to the fees and what the new Board plans to do. Mr. Walker explained the work they have done to address Mr. Ray's water quality issues including the flush-out and changing of the filters. Mr. Walker discussed how they are addressing the quantity issues including bucket tests. They have replaced the meter and sent the other meter to be tested by Dana Kepner. Mr. Walker noted they will monitor the new meter and will try to adjust the billing based on what they find out. President Coffman explained the electricity just went out in the area during the meeting, so those who were on video conference may have been dropped from the meeting. President Coffman discussed the fees and explained they will need to see what the capital improvement plan will cost per year and she noted the Board will be discussing the change to monthly billing as well.

Mr. Winterer thanked the Board and Mr. Walker as well as AquaWorks for their work on the project.

Mr. Walker noted that with the reduction in the loan closeout and the 0.5% interest 30-year loan, the District will be saving \$45,000 to \$50,000 per year based on the financial model Mr. Walker had done. He noted this means it is possible the Board could entertain a reduction in the capital improvements fee in October or November when the Board discusses the budget. President Coffman stated that is wonderful news and it would be wonderful to be able to announce to the water customers of this District that we may be able to reduce a fee and the Board is working on their behalf and in their interest.

**8. ADJOURNMENT:** Director Hoel moved to adjourn; seconded by Director Douglass.  
Motion passed unanimously at 7:20 PM.

Respectfully Submitted,  
Walker Schooler District Managers

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By: Recording Secretary

THESE MINUTES ARE APPROVED AS THE OFFICIAL MAY 21, 2020 MINUTES OF THE  
ARABIAN ACRES METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS  
SIGNING BELOW:

\_\_\_\_\_  
Allan Brown

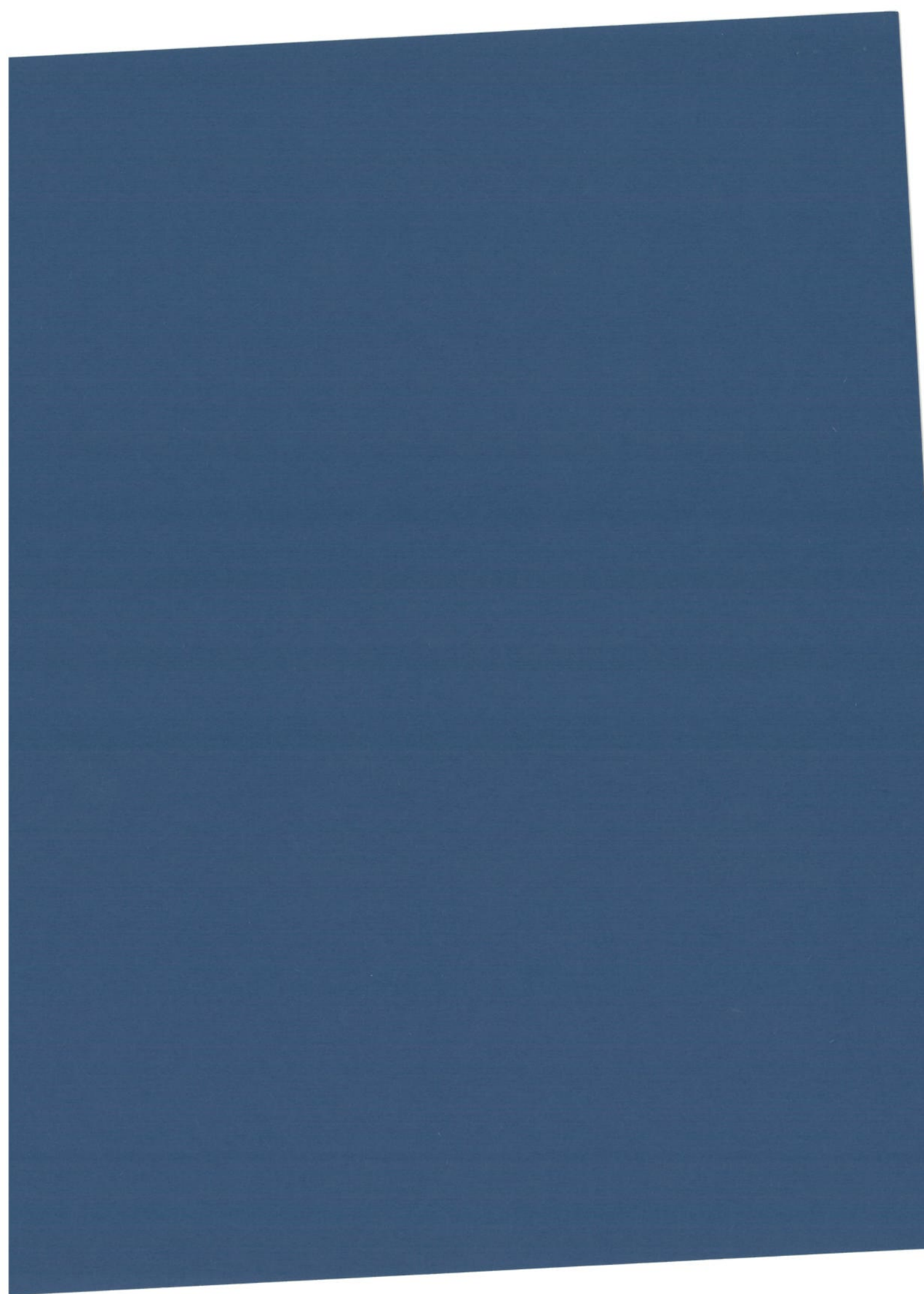
\_\_\_\_\_  
Stan Claassen

\_\_\_\_\_  
Edith Coffman

\_\_\_\_\_  
Elizabeth Douglass

\_\_\_\_\_  
Lanny Hoel





# Arabian Acres Metropolitan District PAYMENT REQUEST

6/17/2020

## GENERAL FUND

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
Edith Coffman	06032020EC	6/3/2020	\$ 100.00		\$ 100.00	
Lanny Hoel	06032020LH	6/3/2020	\$ 100.00		\$ 100.00	
Elizabeth Douglas	06032020ED	6/3/2020	\$ 100.00		\$ 100.00	
Allan Brown	06032020AB	6/3/2020	\$ 100.00		\$ 100.00	
Stan Claassen	06032020SC	6/3/2020	\$ 100.00		\$ 100.00	
Edith Coffman	06172020EC	6/17/2020	\$ 100.00		\$ 100.00	
Lanny Hoel	06172020LH	6/17/2020	\$ 100.00		\$ 100.00	
Elizabeth Douglas	06172020ED	6/17/2020	\$ 100.00		\$ 100.00	
Allan Brown	06172020AB	6/17/2020	\$ 100.00		\$ 100.00	
Stan Claassen	06172020SC	6/17/2020	\$ 100.00		\$ 100.00	
Allan Brown	6/15/2020	6/15/2020	\$ 100.00		\$ 100.00	Election Canvassing
Robert Carmine	6/15/2020	6/15/2020	\$ 100.00		\$ 100.00	Election Canvassing
Black Mountain Pump Service, Inc.	1344	6/1/2020	\$ 140.00		\$ 140.00	
Colorado Analytical Laboratories	200309022	3/17/2020	\$ 324.00		\$ 324.00	
Colorado Analytical Laboratories	200522012	6/1/2020	\$ 115.00		\$ 115.00	
El Paso County Public Health	53120	5/31/2020	\$ 21.00		\$ 21.00	
El Paso County Public Health	43020	4/30/2020	\$ 21.00		\$ 21.00	
El Paso County Public Health	33120	3/31/2020	\$ 21.00		\$ 21.00	
Gold Rush Water	15062	6/6/2020	\$ 1,375.00		\$ 1,375.00	
IREA	40045402	6/12/2020	\$ 125.72		\$ 125.72	ACH
IREA	40032202	6/12/2020	\$ 179.06		\$ 179.06	ACH
IREA	40299901	6/12/2020	\$ 334.82		\$ 334.82	ACH
IREA	43071702	6/12/2020	\$ 126.27		\$ 126.27	ACH
IREA	43183502	6/12/2020	\$ 397.32		\$ 397.32	ACH
J.A. Excavation & Septic's LLC	Contracted052020	5/31/2020	\$ 500.00		\$ 500.00	
J.A. Excavation & Septic's LLC	Contracted052020	5/31/2020	\$ 2,650.00		\$ 2,650.00	
Key Bank Credit Card	*8927	6/12/2020	\$ 174.63		\$ 174.63	ACH - Paid
National Rural Water Association	7012020	7/1/2020	\$ 924.10		\$ 924.10	
Walker Schooler District Managers	6529	5/31/2020	\$ 4,733.30		\$ 4,733.30	
Zions Bank	6012020	4/10/2020	\$ 27,203.75		\$ 27,203.75	Already wired and paid on 5/29/2020
<b>TOTAL</b>			<b>\$ 40,565.97</b>	<b>\$ -</b>	<b>\$ 40,565.97</b>	

## CAPITAL FUND

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Due	Comments
Kline Alvarado Velo-PC		6/15/2020	\$ 8,000.00		\$ 8,000.00		
<b>TOTAL</b>			<b>\$ 8,000.00</b>	<b>\$ -</b>	<b>\$ 8,000.00</b>		

TOTAL \$ 48,565.97

Treasurer  
Arabian Acres Metropolitan District

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06/15/20

Accrual Basis

# Arabian Acres Metropolitan District

## Profit & Loss Budget vs. Actual

### January through May 2020

	Jan - May 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
1-4000 · Capital Improvement Fees	55,231.28	130,000.00	-74,768.72	42.5%
1-4020 · CORA Requests	150.00			
1-4030 · Late Fee Revenue	1,176.91			
1-4050 · Water Service Fee	45,862.36	107,503.00	-61,640.64	42.7%
1-4070 · Water Tap Fees	0.00	8,000.00	-8,000.00	0.0%
1-4080 · Water Usage	39,069.79	80,000.00	-40,930.21	48.8%
2-4400 · Property Tax Revenue	71,562.19	121,646.88	-50,084.69	58.8%
2-4450 · Specific Ownership Tax	2,747.40	8,515.28	-5,767.88	32.3%
2-4460 · Restitution	33.53			
2-4470 · State Senior/ Veteran Funds	5,940.04			
3-4090 · CWCB Meter Loan 400K	27,295.65			
3-4095 · CDPHE Grant 300K	107,523.00	100,000.00	7,523.00	107.5%
<b>Total Income</b>	<b>356,592.15</b>	<b>555,665.16</b>	<b>-199,073.01</b>	<b>64.2%</b>
<b>Gross Profit</b>	<b>356,592.15</b>	<b>555,665.16</b>	<b>-199,073.01</b>	<b>64.2%</b>
<b>Expense</b>				
1-6020 · Bank Service Charges	65.00	750.00	-685.00	8.7%
1-6030 · Website	137.84	750.00	-612.16	18.4%
1-6050 · District Management-Operating	17,750.00	50,000.00	-32,250.00	35.5%
1-6060 · Dues Fees and Subscriptions	1,605.28	3,500.00	-1,894.72	45.9%
1-6065 · Engineering O&M	0.00	2,000.00	-2,000.00	0.0%
1-6070 · Election Expense	300.00	6,000.00	-5,700.00	5.0%
1-6080 · Insurance Expense-Operating	6,676.00	8,000.00	-1,324.00	83.5%
1-6090 · Office Supplies	16.42	500.00	-483.58	3.3%
1-6100 · Postage and Copies-Operating	1,166.20	800.00	366.20	145.8%
1-6110 · Audit	0.00	7,500.00	-7,500.00	0.0%
1-6120 · Directors Fees	3,000.00	10,000.00	-7,000.00	30.0%
1-6130 · Legal	0.00	20,000.00	-20,000.00	0.0%
1-6150 · Water Billing	4,102.64	5,000.00	-897.36	82.1%
1-6170 · Chemicals and Supplies	0.00	2,500.00	-2,500.00	0.0%
1-6180 · ORC Fees-Operating	18,361.08	44,000.00	-25,638.92	41.7%
1-6190 · Repairs and Maintenance	2,489.72	20,000.00	-17,510.28	12.4%
1-6210 · Utilities	5,525.62	12,500.00	-6,974.38	44.2%
1-6220 · Water Distribution Purchases	0.00	30,000.00	-30,000.00	0.0%
1-6230 · Water Testing	5,146.18	3,000.00	2,146.18	171.5%
2-6240 · Treasurer Collection Fee	2,058.30	1,824.70	233.60	112.8%
3-6000 · Capital Outlay	68,942.57	2,100,000.00	-2,031,057.43	3.3%
3-6030 · Bid Advertising	0.00	500.00	-500.00	0.0%
3-6050 · District Management	1,000.00			
60000 · Advertising and Promotion	0.00	500.00	-500.00	0.0%
<b>Total Expense</b>	<b>138,342.85</b>	<b>2,329,624.70</b>	<b>-2,191,281.85</b>	<b>5.9%</b>
<b>Net Ordinary Income</b>	<b>218,249.30</b>	<b>-1,773,959.54</b>	<b>1,992,208.84</b>	<b>-12.3%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
1-7020 · Interest Income - Operating	0.00	6,000.00	-6,000.00	0.0%
2-7000 · Interest Income	1,674.05	2,500.00	-825.95	67.0%
<b>Total Other Income</b>	<b>1,674.05</b>	<b>8,500.00</b>	<b>-6,825.95</b>	<b>19.7%</b>
<b>Other Expense</b>				
2-8000 · Bond Interest	0.00	54,408.00	-54,408.00	0.0%
2-8050 · National Rural Water Interest	549.83	1,578.18	-1,028.35	34.8%
2-8080 · Trustee Fees	250.00	250.00	0.00	100.0%
<b>Total Other Expense</b>	<b>799.83</b>	<b>56,236.18</b>	<b>-55,436.35</b>	<b>1.4%</b>
<b>Net Other Income</b>	<b>874.22</b>	<b>-47,736.18</b>	<b>48,610.40</b>	<b>-1.8%</b>
<b>Net Income</b>	<b>219,123.52</b>	<b>-1,821,695.72</b>	<b>2,040,819.24</b>	<b>-12.0%</b>

**Arabian Acres Metropolitan District**  
**Balance Sheet**  
As of May 31, 2020

	May 31, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
ECB Checking	213,233.44
1-1000 · Key Bank Checking	4,826.80
1-1020 · Zions First National Bank	0.75
2-1000 · COLOTRUST 4001	100,508.07
2-1020 · COLOTRUST Reserve 8002	31,919.19
3-1000 · COLOTRUST-Capital Reserve 8003	237,047.91
<b>Total Checking/Savings</b>	587,536.16
<b>Accounts Receivable</b>	
1-1200 · Accounts Receivable	25,838.53
<b>Total Accounts Receivable</b>	25,838.53
<b>Other Current Assets</b>	
1-1210 · Accounts Receivable County	1,010.44
1-1250 · Prepaid Expense	6,408.57
1-1300 · Property Tax Receivable	92,587.44
<b>Total Other Current Assets</b>	100,006.45
<b>Total Current Assets</b>	713,381.14
<b>Fixed Assets</b>	
1-1850 · Construction in Progress	68,299.63
<b>Total Fixed Assets</b>	68,299.63
<b>Other Assets</b>	
3-1500 · Capital Assets	1,262,622.90
3-1520 · Equipment	3,307.55
3-1540 · Land	101,000.00
3-1560 · Water Rights	172,588.00
3-1590 · Accumulated Depreciation	-442,548.00
<b>Total Other Assets</b>	1,096,970.45
<b>TOTAL ASSETS</b>	<b>1,878,651.22</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
1-2000 · Accounts Payable	7,705.17
<b>Total Accounts Payable</b>	7,705.17
<b>Other Current Liabilities</b>	
1-2020 · Accrued Interest	4,767.00
2-2200 · Deferred Revenue-Property Taxes	92,587.44
<b>Total Other Current Liabilities</b>	97,354.44
<b>Total Current Liabilities</b>	105,059.61
<b>Long Term Liabilities</b>	
2-2400 · 2007 Bonds Payable	1,105,000.00
2-2440 · Natural Rural Water	52,990.55
<b>Total Long Term Liabilities</b>	1,157,990.55
<b>Total Liabilities</b>	1,263,050.16

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Accrual Basis

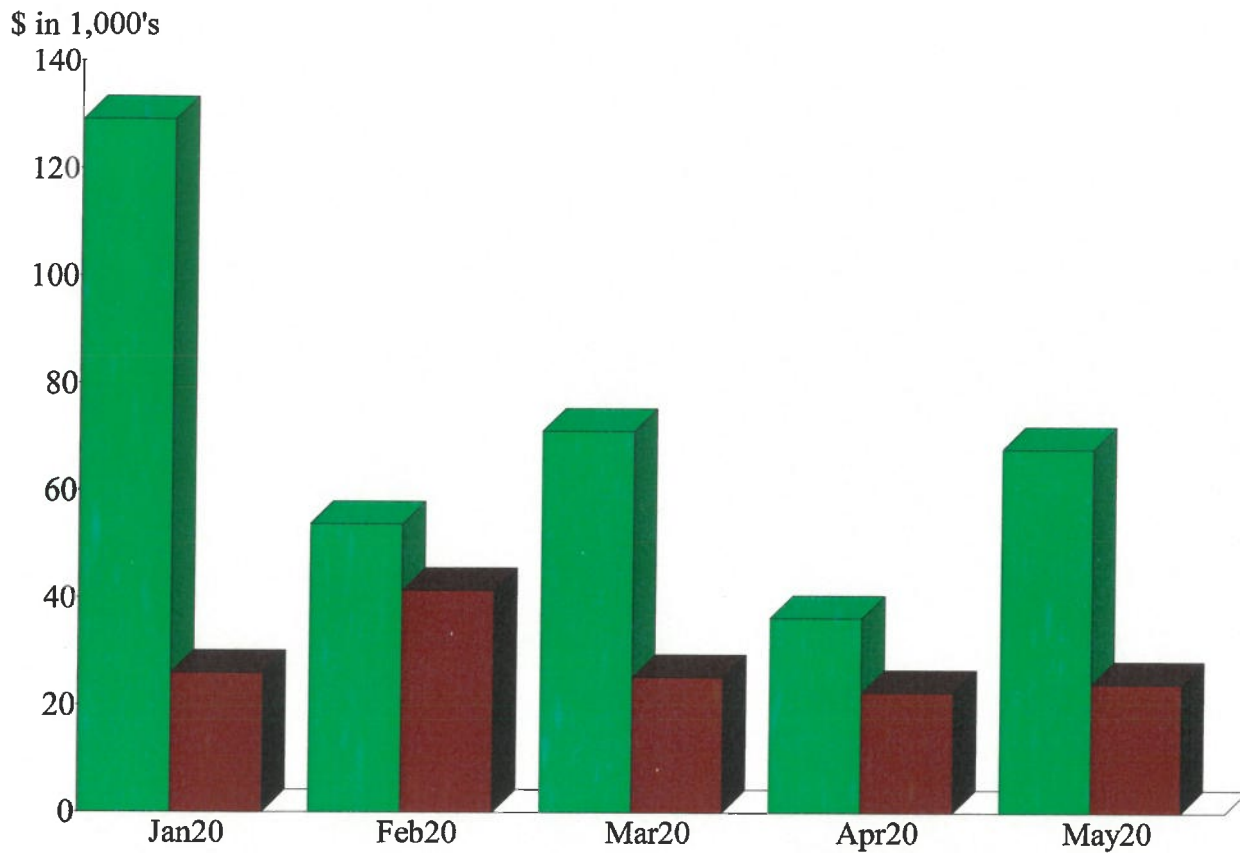
**Arabian Acres Metropolitan District**  
**Balance Sheet**  
**As of May 31, 2020**

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	<u>May 31, 20</u>
<b>Equity</b>	
30000 · Opening Balance Equity	215,933.51
32000 · Retained Earnings	180,544.03
Net Income	<u>219,123.52</u>
<b>Total Equity</b>	<u>615,601.06</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,878,651.22</b></u>

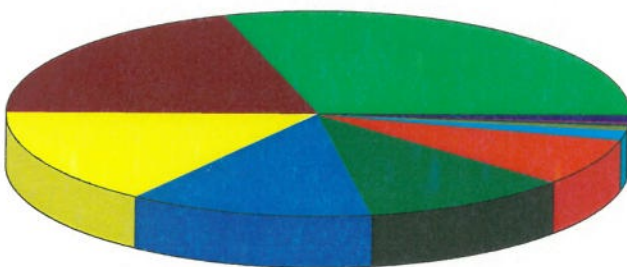
# Income and Expense by Month January through May 2020

Income  
Expense



## Income Summary January through May 2020

3-4095 · CDPHE Grant 300K	30.01%
2-4400 · Property Tax Revenue	19.97
1-4000 · Capital Improvement Fees	15.42
1-4050 · Water Service Fee	12.80
1-4080 · Water Usage	10.91
3-4090 · CWCB Meter Loan 400K	7.62
2-4470 · State Senior/ Veteran Funds	1.66
2-4450 · Specific Ownership Tax	0.77
2-7000 · Interest Income	0.47
1-4030 · Late Fee Revenue	0.33
Other	0.05
<b>Total</b>	<b>\$358,266.20</b>

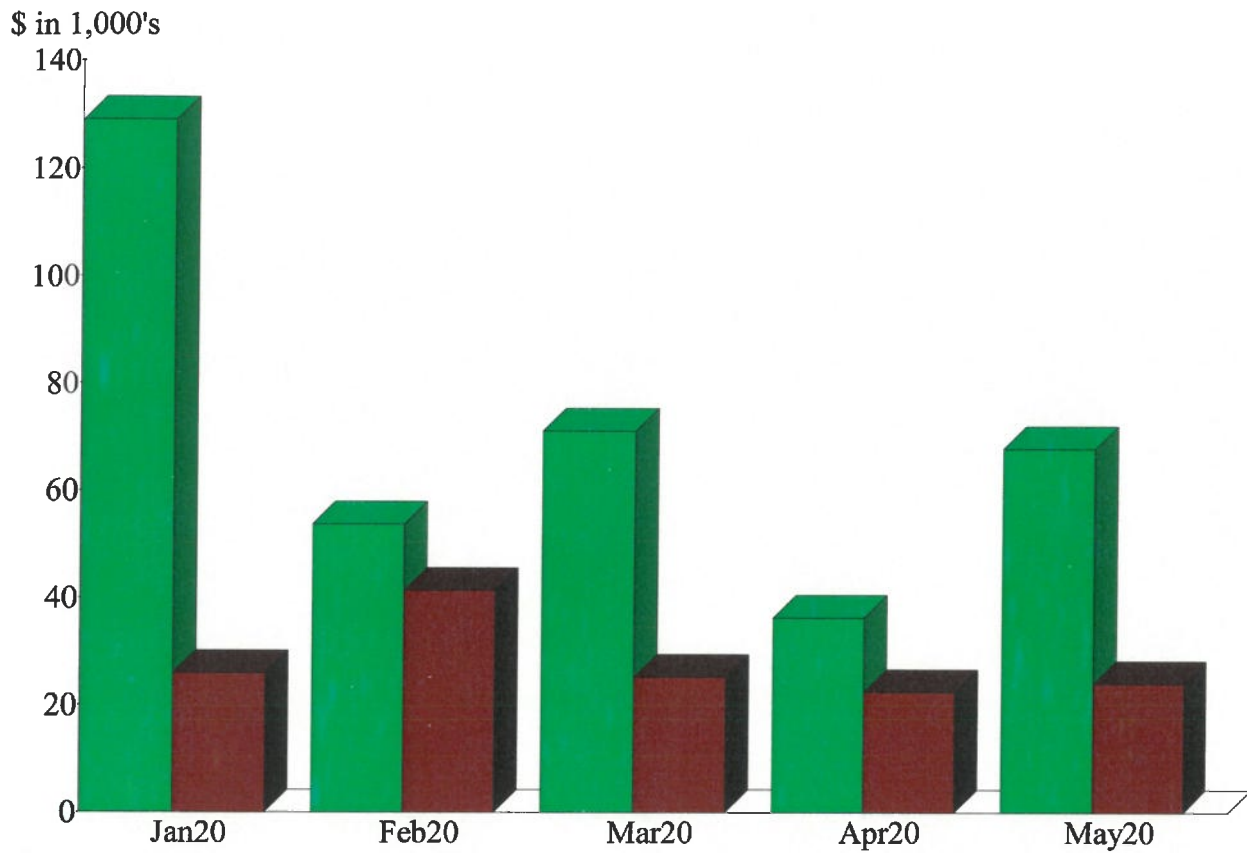


By Account



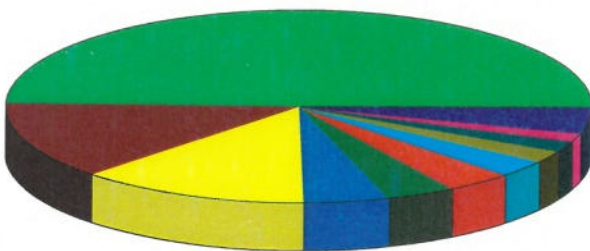
# Income and Expense by Month January through May 2020

Income  
Expense



## Expense Summary January through May 2020

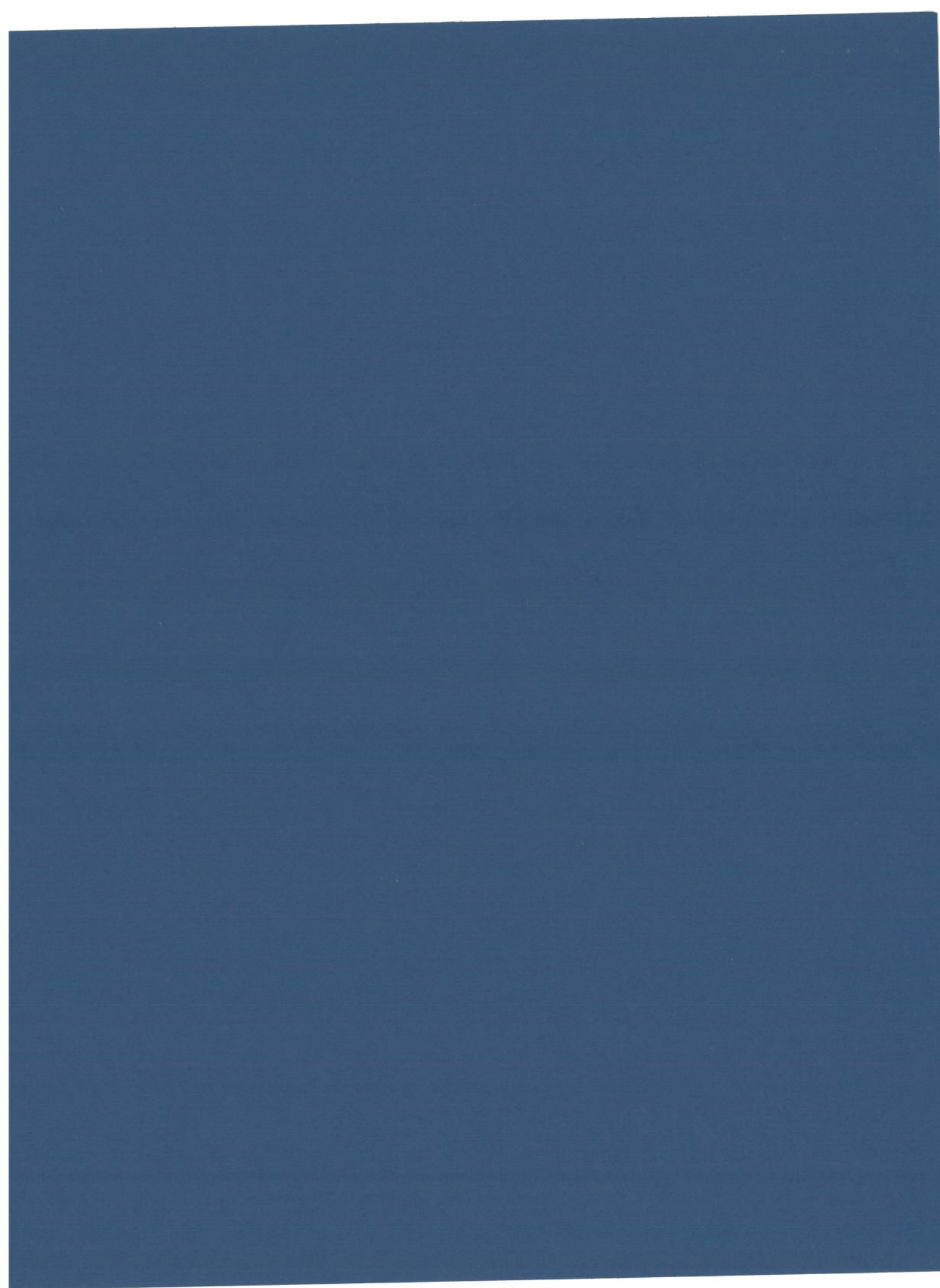
3-6000 · Capital Outlay	49.55%
1-6180 · ORC Fees-Operating	13.20
1-6050 · District Management-Operating	12.76
1-6080 · Insurance Expense-Operating	4.80
1-6210 · Utilities	3.97
1-6230 · Water Testing	3.70
1-6150 · Water Billing	2.95
1-6120 · Directors Fees	2.16
1-6190 · Repairs and Maintenance	1.79
2-6240 · Treasurer Collection Fee	1.48
Other	3.66
<b>Total</b>	<b>\$139,142.68</b>



By Account







# GROUND ENGINEERING

May 14, 2020

Subject: Proposal for Materials Testing and  
Special Inspection Services, Potable Water  
Distribution Improvement Project – Water Line

**Proposal No. 2005-0926**

Mr. Adam Sommers  
**AquaWorks DBO, Inc.**  
3252 Williams Street  
Denver, Colorado 80205

Dear Mr. Sommers,

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing and special inspection services for the Potable Water Distribution Improvement Project – Water Line located in Florissant, Colorado. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Additional services beyond those below can be provided. Please contact our office for a fee estimate for additional services that may be needed. Note: all services will be provided from our office/laboratory in Colorado Springs.

## Scope of Project

The proposed project will generally consist of the installation of 28,500 LF of 4 inch HDPE waterline, 2,200 LF of 2 inch HDPE raw waterline, and associated sitework. Site improvements are anticipated to include asphalt patching, and construction of air release vault foundations.

## Fee Estimate

To assist in the budgeting of this project, we are providing the following general scope of services and approximate costs for each service. To prepare this estimate, a number of assumptions were made regarding the project construction sequencing, the actual number of hours and associated tests may be more or less.

The fees outlined below represents an estimate of the time and unit cost for the proposed scope of services, based on our understanding of the project quantities and assuming proper scheduling of our services. The estimate detailed is not inclusive of costs associated with retesting. An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays.

Estimated Time					
Soils Technician	\$48.00	per hour	224	Hours	\$10,752.00
Concrete Technician	\$48.00	per hour	24	Hours	\$1,152.00
PM Management/Meetings/Review	\$105.00	per hour	16	Hours	\$1,680.00

## Laboratory Testing and Unit Billing

Soil				
Proctor Compaction	12	Tests @	\$110.00	\$1,320.00
Gradation	12	Tests @	\$60.00	\$720.00
Atterberg Limit	12	Tests @	\$65.00	\$780.00

**Potable Water Distribution Improvement Project – Water Line  
Florissant, Colorado**

<b>Concrete</b>				
Concrete Compression Test, Cylinders (each)	40	Tests @	\$14.00	\$560.00
<b>Total Proposed Estimate</b>				<b>\$16,964.00</b>

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

**Noted Proposal Assumptions/Exclusions/Conditions**

1. Testing and inspection of waterline thrust blocks is excluded from this proposal, but can be provided under an added scope of services.
2. Asphalt testing of pavement patching has been excluded but can be provided under an added scope upon request.

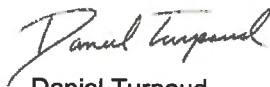
**Service Agreement/Proposal Conditions**

The scope addressed by this proposal does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our services will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office.

Thank you for considering us for the materials testing and special inspection services on this project.

Sincerely,  
**GROUND Engineering Consultants, Inc.**

  
Daniel Turpaud

  
Reviewed by: Levi Klingsmith

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

AquaWorks DBO, Inc., by: \_\_\_\_\_

Print: \_\_\_\_\_

# GROUND ENGINEERING

## FEE SCHEDULE - CONSTRUCTION SERVICES

### MATERIAL TESTING AND SPECIAL INSPECTION

(Time is round trip from office to project site and return)

• Concrete and Asphalt Testing (hourly)	\$48.00
• Soil Testing (hourly)	\$48.00
• Rebar, Masonry, Post Tension, Piers (hourly)	\$55.00
• Floor Flatness (hourly)	\$75.00
• Wastewater Pipe Inspection (hourly)	\$75.00
• Coring and Concrete Humidity/Moisture (hourly)	\$75.00
• Certified Welding Inspector (CWI) (hourly)	\$80.00
• Certified Building Inspector (hourly)	\$80.00
• Certified Fire Stop Inspector (hourly)	\$95.00

### MANAGEMENT AND ENGINEERING

• Project Management-Review /Supervision (hourly)	\$105.00
• Senior Project Engineer/Geologist (hourly)	\$175.00
• Project Engineer/Geologist (hourly)	\$140.00
• Staff Engineer/Geologist (hourly)	\$105.00
• Open Hole (hourly)	\$95.00
• Principal Engineer, Senior Project Manager	Quote
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$0.00
• Interest charged after 30 days from invoice date	1.5%

### MISCELLANEOUS

(These units are on a project by project basis and will only apply as detailed in the proposal)

• Construction Management, Civil Inspection	Quote	• Mobile Laboratory	Quote
• Quality Management	Quote	• Outside Laboratory Services	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote		

### LABORATORY TESTING

#### Soil and Aggregate

Proctor Compaction	\$110.00
Atterberg Limit	\$65.00
Gradation	\$60.00
No. 200 Wash	\$35.00
Gradation and Hydrometer	\$135.00
Specific Gravity of Fine Aggregate	\$65.00
Natural Density and Moisture Content	\$15.00
"R"-Value	\$350.00
Soil Cement Proctor	\$150.00
Unconfined Comp. Str.-Soil Stab. (per set)	\$250.00
pH Test	\$50.00
Water Soluble Sulfates Test	\$50.00
Triaxial Permeability	\$375.00
Alkali Silica Reactivity (to 28 days)	\$450.00
Denver Swell	\$75.00
Direct Shear	\$500.00
Sand Equivalent	\$95.00
Relative Density	\$200.00
Clay Lumps and Friable Particles	\$45.00
Flat or Elongated Particles	\$60.00
Sulfate Soundness	\$300.00
Fractured Faces Test	\$60.00
Los Angeles Abrasion Test	\$150.00
Uncompacted Voids Test	\$95.00
Specific Gravity of Coarse Aggregate	\$95.00
Soil Stabilization Mixture Analysis	\$3,500.00

#### Concrete

Concrete Compression Test, Cylinders (each)	\$14.00
Concrete Comp. St. Cylinders (high strength concrete)	\$75.00
Compressive Strength-CLSM Cylinders	\$20.00
Concrete Flexural Test, Beams	\$55.00
Maturity Data Logger (each)	\$95.00
Moisture Coupons (each)	\$95.00
Relative Humidity Sensors (ASTM F2170) (each)	\$95.00
Shotcrete Comp. Str. (per panel)	\$225.00
Maturity Meter Strength Correlation	\$3,000.00
Concrete Mix Trial Blend	\$4,000.00

#### Asphalt

AC Content and Extracted Gradation	\$160.00
Sp.G.(SSD), Stability, Flow (Marshall) (per test)	\$350.00
Specific Gravity (SSD) and Voids (Gyratory) (per test)	\$250.00
Theoretical Maximum Specific Gravity	\$100.00
Modified Lottman (TSR)	\$325.00
Ignition Oven Calibration	\$225.00
Specific Gravity (SSD) and Voids (per Core)	\$40.00
Coring-Asphalt (Dia. (in.) X Depth (in.) X No. cores)	\$1.50
Stability (Gyratory)	\$105.00
Asphalt Moisture Content	\$15.00
Micro Deval	\$175.00

#### Masonry

Mortar Compressive Strength	\$20.00
Masonry Prism Comp. Strength	\$95.00
Grout Compressive Strength	\$30.00
Compressive Strength CMU/Brick Coupon	\$50.00

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**Potable Water Distribution Improvement Project – Water Line  
Florissant, Colorado**

**GENERAL CONDITIONS**

**INTENT OF SERVICES:** The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the Client. It must be understood that the Consultant's tests, observations, or inspection results do not mean that Consultant is approving any aspect of the design, or the work performed or materials used by the Contractor or any Subcontractors. Client acknowledges that Consultant is not responsible for the contractor's or subcontractor's compliance with regulating agencies, safety, materials, means, methods, techniques, sequences, procedures of construction, nor for contractor's failure to follow recommendations or good construction practices, and that the services provided by the Consultant shall not relieve the contractor of its obligation to perform the Work in accordance with the project plans and specifications, as well as use materials that are in accordance with the plans and specifications.

*The observation and testing services outlined herein, or lack thereof, do not relieve the contractor, subcontractors or any other applicable trades of their responsibilities to perform their portion of this project in conformance to the project plans, specifications, and other applicable documents.*

Any exploration, testing, specific observations, inspection and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. Client recognizes that conditions on the project site may vary from those encountered during testing and that information generated by Consultant is based solely on the information available to the Consultant at the time and location of such testing. Furthermore, the Client acknowledges that actual testing, observation, or inspection performed is likely on a very small percentage of the overall project and that as such, may not fully reflect the work performed or materials used by Project Contractors or Subcontractors.

The proposed scope of services provided herein does not include engineering review of the project documents in regard to the geotechnical aspects of the project such as foundations, slabs, pavements, drains, walls, etc; nor does the proposed scope of work consist of construction management services relating to acceptance of materials, material types, or placement methodology. It is not the responsibility of the Consultant to accept or reject material placement or material types, nor to alter, amend, or revise project specifications. If required, these services can be provided under a separate scope of work.

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**SCHEDULING OF SERVICES:** ALL observation and testing requests must be scheduled through our Main Office (303-289-1989) at least 24 hours in advance of each required observation or test. Verbal test results can be provided to the Contractor/Subcontractor and/or any other entities or representatives as designated by the Client as tests are completed, and formal, typed reports can be forwarded once they have been processed and reviewed. Unless specifically scheduled through our main office for a specific test/observation, date, and time, testing or observations may not occur.

The required amount of work for materials testing depends on the Client's, Contractor's, Subcontractor's, or other Entity's scheduling of our services, as well as their production schedule. Having no control over these factors, our proposed scope of work is in general accordance to the attached Fee Schedule.

The proposed scope of work is for periodic testing and observation. It is therefore important that the Client, Contractor, or Subcontractors schedule our field technicians such that: (1) Sufficient tests are conducted to comply with project specifications; and, (2) That such testing occurs at locations that are randomly distributed throughout the materials being tested. The quantity of tests provided for the various elements in the attached sheets are estimates; actual amounts of individual tests and locations are highly dependent on the Contractor's schedule and the scheduling of our field personnel (technicians, CWI, utility inspectors or building inspectors) by the Client, Contractor and/or Subcontractors.

**INVOICES:** Consultant will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3% cash/check discount. Pricing will be adjusted to remove this discount in the event client prefers to pay by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

**REPORTS:** Reports, plans and other work products prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports and other documents furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction. Any Contractor or Subcontractor other than the Client who uses any test data or other information provided by Consultant in support of this scope of work must indemnify the Consultant from and against any and all claims resulting from such use.

**FINAL LETTERS:** Many governing agencies require that the Consultant provide some form of final letter at the completion of a project. Such letters are usually required to state that the project was constructed in compliance or general compliance to certain specifications, plans, or codes. As professional consulting engineers, it is not possible or reasonable to state with certainty that all work completed by others completely complied with any specification, plan, or code, and any interpretation as such is incorrect. The Consultant can only make such statements based on the best of their knowledge, their experience, as well as on the specific periodic testing and/or observations that were performed and for the time they were performed. Any use of the word "inspection" shall be assumed to mean "observation" in any document provided by our office that is in any way connected with this project. Such letters do not constitute any form of warranty, guarantee, or certification, expressed or implied, regardless of the wording used.

It must also be understood that such testing and observation only occur when properly scheduled by the owner, owner's representatives, contractor, or subcontractors, and therefore, it is their responsibility to schedule accordingly and in a manner consistent with the project specifications and the scope of work provided herein.

**USE OF ELECTRONIC OR OTHER SUPPLIED DATA:** Electronic documents, site plans, or other information provided to Consultant for the subject project may be used in compiling geotechnical, environmental, or construction-related reports for the subject project. It is the responsibility of the Owner or Supplier of such documents to ensure that our use does not violate any copyright or confidentiality that may be pertinent to the supplied information.

**LIMITATION OF LIABILITY:** Consultant agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality and scope. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability of Consultant or Subconsultant(s) for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to the Consultant's fee for this project.

Any exploration, testing, specific observations and analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. The services we have been retained to provide consist of periodic material testing and/or observations to assist the client, owner, construction manager and design team members with evaluating compliance with project specifications.

**STANDARD OF CARE:** In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing under the same or similar circumstances.

**CORPORATE PROTECTION:** It must be agreed to by all parties affiliated with this agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and not withstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any of GROUND's employees, owners, officers, or directors.

# GROUND ENGINEERING

May 14, 2020

Subject: Proposal for Materials Testing and  
Special Inspection Services, Potable Water  
Distribution Improvement Project – Storage  
Tank

**Proposal No. 2005-0928**

Mr. Adam Sommers  
**AquaWorks DBO, Inc.**  
3252 Williams Street  
Denver, Colorado 80205

Dear Mr. Sommers,

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing and special inspection services for the Potable Water Distribution Improvement Project – Storage Tank located in Florissant, Colorado. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Additional services beyond those below can be provided. Please contact our office for a fee estimate for additional services that may be needed. Note: all services will be provided from our office/laboratory located in Colorado Springs.

## Scope of Project

The proposed project will generally consist of the construction of a 100,000 gallon water tank, two pre-engineered control buildings, and associated sitework. The storage tank foundation construction will consist of a ring spread footing and grade beam foundation system with a slab on grade. The foundation construction for both control buildings will consist of a spread footing and grade beam foundation system with a slab on grade. Site improvements are anticipated to include overlot grading, concrete bollards, and utility placements.

## Fee Estimate

To assist in the budgeting of this project, we are providing the following general scope of services and approximate costs for each service. To prepare this estimate, a number of assumptions were made regarding the project construction sequencing, the actual number of hours and associated tests may be more or less.

The fees outlined below represents an estimate of the time and unit cost for the proposed scope of services, based on our understanding of the project quantities and assuming proper scheduling of our services. The estimate detailed is not inclusive of costs associated with retesting. An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays.

Estimated Time					
Soils Technician	\$48.00	per hour	40	Hours	\$1,920.00
Concrete Technician	\$48.00	per hour	28	Hours	\$1,344.00
PM Management/Meetings/Review	\$105.00	per hour	4	Hours	\$420.00

## Laboratory Testing and Unit Billing

Soil					
Proctor Compaction	3	Tests @	\$110.00		\$330.00
Gradation	3	Tests @	\$60.00		\$180.00
Atterberg Limit	3	Tests @	\$65.00		\$195.00

**Potable Water Distribution Improvement Project – Storage Tank  
Florissant, Colorado**

<b>Concrete</b>			
Concrete Compression Test, Cylinders (each)	40	Tests @	\$14.00
			\$560.00
<b>Total Proposed Estimate</b>			<b>\$4,949.00</b>

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

**Noted Proposal Assumptions/Exclusions/Conditions**

1. Installation and testing of the water tank is assumed to be performed by the manufacturer.
2. Rebar inspections are excluded (assumed to be completed by others) but can be provided under an added scope upon request.
3. Structural steel inspections are excluded but can be provided under an added scope of services.

**Service Agreement/Proposal Conditions**

The scope addressed by this proposal does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our services will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office.

Thank you for considering us for the materials testing and special inspection services on this project.

Sincerely,  
**GROUND Engineering Consultants, Inc.**

  
Daniel Turpaud

  
Reviewed by: Levi Klingsmith

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

AquaWorks DBO, Inc., by: \_\_\_\_\_

Print: \_\_\_\_\_

# **GROUND ENGINEERING**

## **FEE SCHEDULE - CONSTRUCTION SERVICES**

### **MATERIAL TESTING AND SPECIAL INSPECTION**

(Time is round trip from office to project site and return)

• Concrete and Asphalt Testing (hourly)	\$48.00
• Soil Testing (hourly)	\$48.00
• Rebar, Masonry, Post Tension, Piers (hourly)	\$55.00
• Floor Flatness (hourly)	\$75.00
• Wastewater Pipe Inspection (hourly)	\$75.00
• Coring and Concrete Humidity/Moisture (hourly)	\$75.00
• Certified Welding Inspector (CWI) (hourly)	\$80.00
• Certified Building Inspector (hourly)	\$80.00
• Certified Fire Stop Inspector (hourly)	\$95.00

### **MANAGEMENT AND ENGINEERING**

• Project Management-Review /Supervision (hourly)	\$105.00
• Senior Project Engineer/Geologist (hourly)	\$175.00
• Project Engineer/Geologist (hourly)	\$140.00
• Staff Engineer/Geologist (hourly)	\$105.00
• Open Hole (hourly)	\$95.00
• Principal Engineer, Senior Project Manager	Quote
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$0.00
• Interest charged after 30 days from invoice date	1.5%

### **MISCELLANEOUS**

(These units are on a project by project basis and will only apply as detailed in the proposal)

• Construction Management, Civil Inspection	Quote	• Mobile Laboratory	Quote
• Quality Management	Quote	• Outside Laboratory Services	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote		

### **LABORATORY TESTING**

#### **Soil and Aggregate**

Proctor Compaction	\$110.00
Atterberg Limit	\$65.00
Gradation	\$60.00
No. 200 Wash	\$35.00
Gradation and Hydrometer	\$135.00
Specific Gravity of Fine Aggregate	\$65.00
Natural Density and Moisture Content	\$15.00
"R"-Value	\$350.00
Soil Cement Proctor	\$150.00
Unconfined Comp. Str.-Soil Stab. (per set)	\$250.00
pH Test	\$50.00
Water Soluble Sulfates Test	\$50.00
Triaxial Permeability	\$375.00
Alkali Silica Reactivity (to 28 days)	\$450.00
Denver Swell	\$75.00
Direct Shear	\$500.00
Sand Equivalent	\$95.00
Relative Density	\$200.00
Clay Lumps and Friable Particles	\$45.00
Flat or Elongated Particles	\$60.00
Sulfate Soundness	\$300.00
Fractured Faces Test	\$60.00
Los Angeles Abrasion Test	\$150.00
Uncompacted Voids Test	\$95.00
Specific Gravity of Coarse Aggregate	\$95.00
Soil Stabilization Mixture Analysis	\$3,500.00

#### **Concrete**

Concrete Compression Test, Cylinders (each)	\$14.00
Concrete Comp. St. Cylinders (high strength concrete)	\$75.00
Compressive Strength-CLSM Cylinders	\$20.00
Concrete Flexural Test, Beams	\$55.00
Maturity Data Logger (each)	\$95.00
Moisture Coupons (each)	\$95.00
Relative Humidity Sensors (ASTM F2170) (each)	\$95.00
Shotcrete Comp. Str. (per panel)	\$225.00
Maturity Meter Strength Correlation	\$3,000.00
Concrete Mix Trial Blend	\$4,000.00

#### **Asphalt**

AC Content and Extracted Gradation	\$160.00
Sp.G.(SSD), Stability, Flow (Marshall) (per test)	\$350.00
Specific Gravity (SSD) and Voids (Gyratory) (per test)	\$250.00
Theoretical Maximum Specific Gravity	\$100.00
Modified Lotman (TSR)	\$325.00
Ignition Oven Calibration	\$225.00
Specific Gravity (SSD) and Voids (per Core)	\$40.00
Coring-Asphalt (Dia. (in.) X Depth (in.) X No. cores)	\$1.50
Stability (Gyratory)	\$105.00

#### **Asphalt Moisture Content**

Micro Deval	\$175.00
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#### **Masonry**

Mortar Compressive Strength	\$20.00
Masonry Prism Comp. Strength	\$95.00
Grout Compressive Strength	\$30.00
Compressive Strength CMU/Brick Coupon	\$50.00

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**Potable Water Distribution Improvement Project – Storage Tank  
Florissant, Colorado**

**GENERAL CONDITIONS**

**INTENT OF SERVICES:** The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the Client. It must be understood that the Consultant's tests, observations, or inspection results do not mean that Consultant is approving any aspect of the design, or the work performed or materials used by the Contractor or any Subcontractors. Client acknowledges that Consultant is not responsible for the contractor's or subcontractor's compliance with regulating agencies, safety, materials, means, methods, techniques, sequences, procedures of construction, nor for contractor's failure to follow recommendations or good construction practices, and that the services provided by the Consultant shall not relieve the contractor of its obligation to perform the Work in accordance with the project plans and specifications, as well as use materials that are in accordance with the plans and specifications.

*The observation and testing services outlined herein, or lack thereof, do not relieve the contractor, subcontractors or any other applicable trades of their responsibilities to perform their portion of this project in conformance to the project plans, specifications, and other applicable documents.*

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**INVOICES:** Consultant will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3% cash/check discount. Pricing will be adjusted to remove this discount in the event client prefers to pay by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

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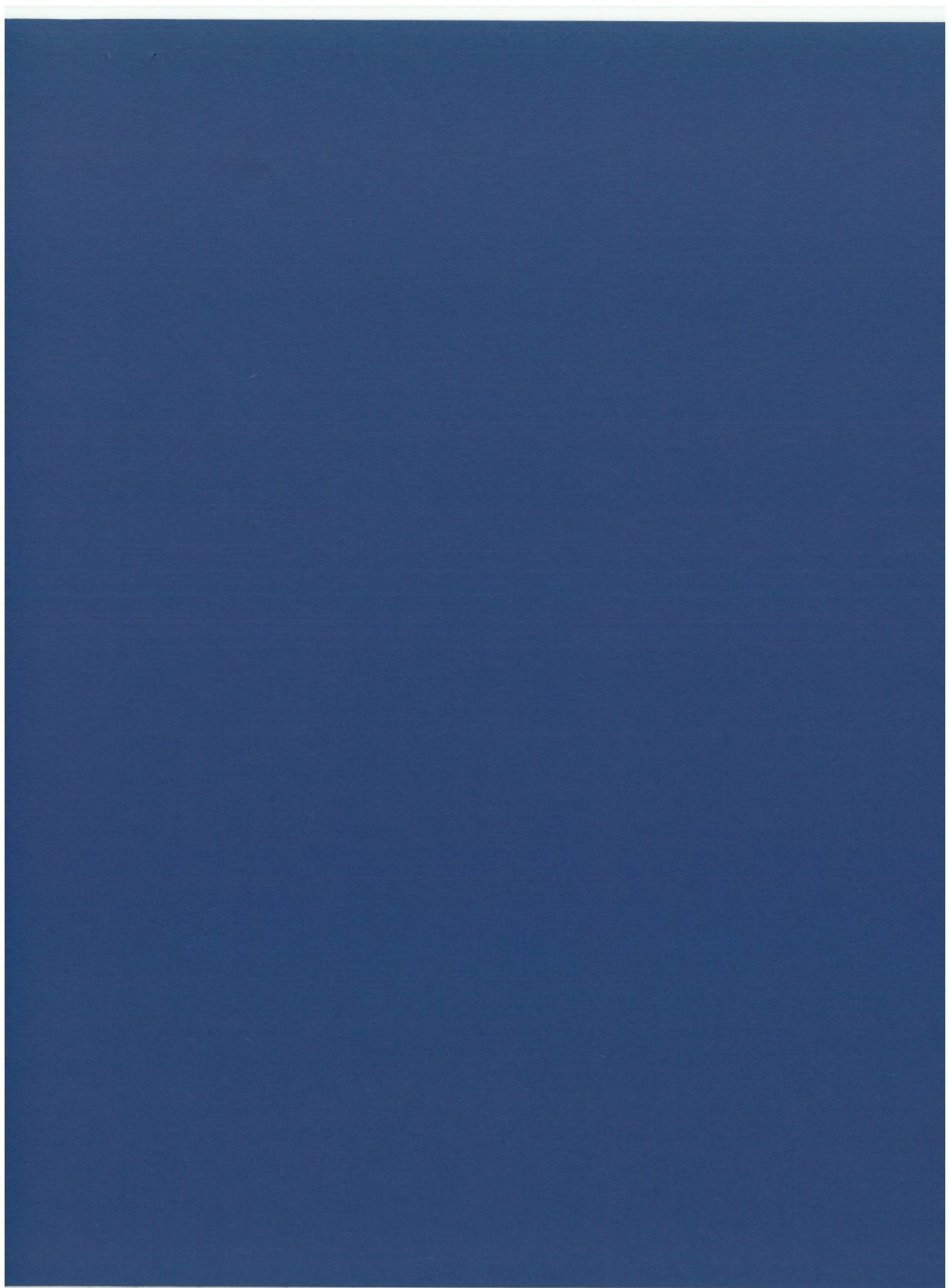
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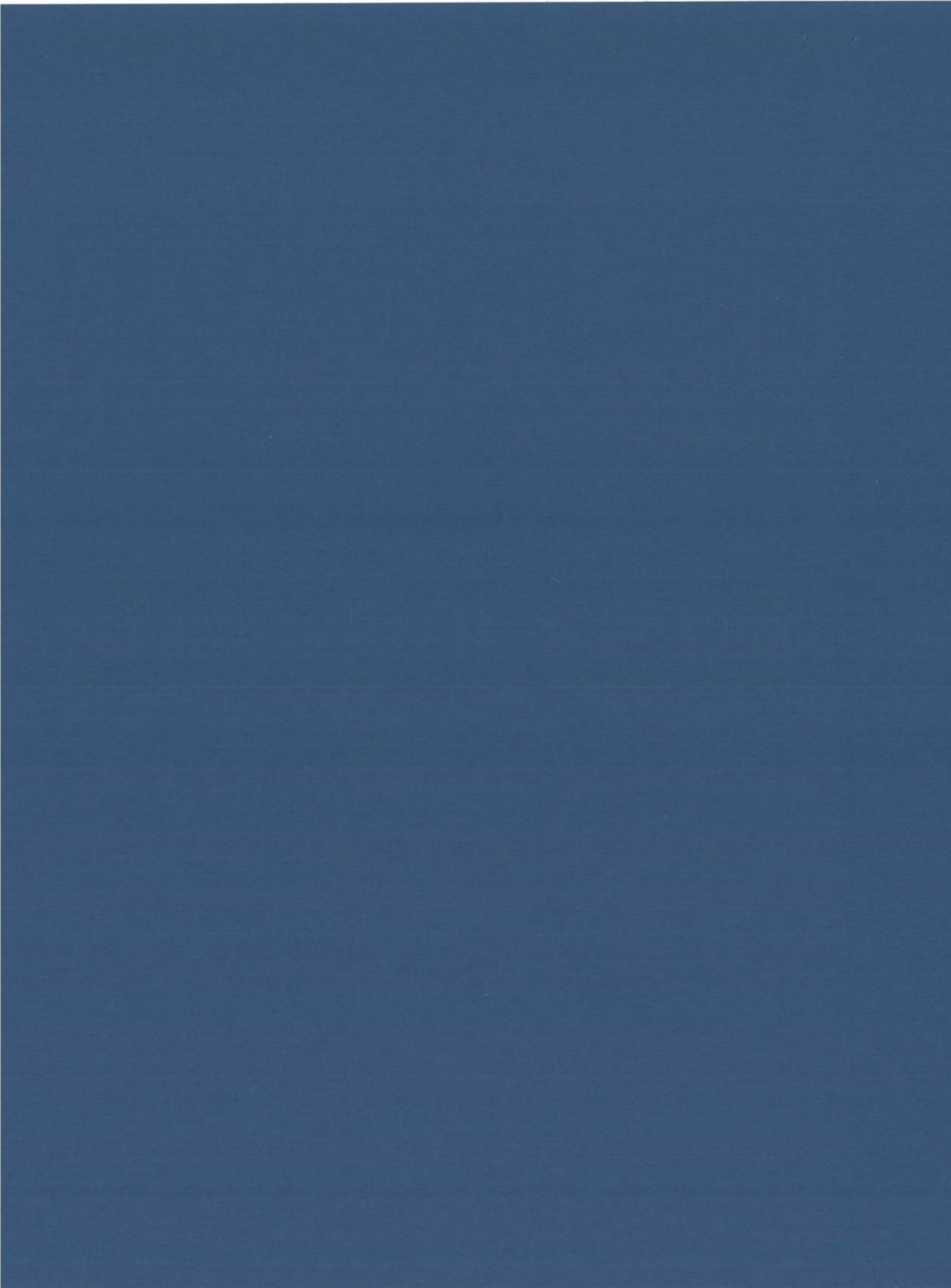
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# **ARABIAN ACRES METROPOLITAN DISTRICT**

## **MONTHLY OPERATIONS REPORT**

**May 4, 2020 to June 4, 2020**

**Submitted by: Lynn Willow, O.R.C/Operator**

### **TOTAL WATER PUMPED**

**Control A            351,899**

**Control B            160,262**

### **TOTAL PURCHASED WATER**

**Trucked – 5**

**(Amount actually received per each 4,000 gallon load is generally 200-300 gallons less due to standard and typical hauling losses)**

### **OPERATIONS & MAINTENANCE ISSUES**

- 1) Bac-T samples for the month have been taken and are negative.
- 2) Ordered Filters for control B, started changing filter at B to help with turbidity.
- 3) Well #7 appeared to be not working. Black Mt Pump came out and examined pump and decided that pump was fine. Then we excavated and found that the feeder line from the pit less (well head) to the meter was broken. This was most likely due to age and material used.
- 4) Feeder line was repaired.
- 5) Read, recorded and turned in meter reads.
- 6) Meeting with contractor, Aqua Works, and a board meeting for startup and rock exploration plan.
- 7) Started marking and locating mainline for contractor.
- 8) Covid-19 update. The CDC, CDHEP, and the EPA, have all determined that that since the virus can only live in water for a very short period of time, and is not present in ground water. That the standard water disinfection practices are sufficient to kill this and all other viruses for potable water.

### **OTHER BUSINESS:**