

# **CONSENT AGENDA**

***Blackstone Metropolitan District***  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**MINUTES**  
**September 15, 2022**

**ATTENDANCE & CALL TO ORDER**

Board Members in attendance were Shawn McGoff, Lee McCall, Rick Schroder and Perry Deeds

Others in attendance were Sabrina Lopez (Westwind), Clint Waldron (WBA), and Ben Zand (LandTech), plus 6 members of the public were present.

The meeting was called to order at 6:04 pm by President, Shawn McGoff.

**DISCLOSURE OF ANY CONFLICTS OF INTEREST** – There were no conflicts to disclose.

**AGENDA REVIEW / UPDATES OR APPROVAL** - Lee McCall requested to add discussion of the board vacancy and Landscape committee Chair to the Agenda.

**BOARD OFFICER APPOINTMENT** - A motion was duly made by Lee McCall, seconded by Shawn McGoff and unanimously carried to appoint Perry Deeds to the position of Vice President of the board. Perry Deeds accepted.

**PUBLIC COMMENT**

The public present had comments about street paving on Blackstone, it was not done last year and would like to know when it will be done. Shawn McGoff stated he has the information regarding this and will reach out to see when it will be done. An eblast will then be sent to the community with an update on when the asphalt work will be completed on the public street. Also discussed was leasing of mineral rights in the District.

**CONSENT AGENDA**

A motion was duly made by Lee McCall, seconded by Perry Deeds, and unanimously carried, to approve and ratify the consent agenda items as follows:

Regular Meeting Minutes of the Board – July 21, 2022

Agreement for legal services with Hamre, Rodrigues, Ostrander and Dingess, P.C. for oil and gas lease representation.

Independent Contractor Agreement with Flock Group, Inc. for the license plate reader camera system.

**GUESTS & CORRESPONDENCE**

Account #86232 Tree Concerns – The board reviewed the owners concerns regarding a neighboring tree encroaching onto their property. The board determined that the neighbor complied with the concern by trimming the tree back and that any further concerns would need to be addressed owner to owners.

**COMMITTEE REPORTS**

Landscape

Landscape Maintenance Report was provided by Ben Zand. The board asked Ben to provide physical reports a week prior to the meeting to the manager to place in the board packet. The reports should include photos like what was first received when they begin landscaping. Ben agreed they would provide these reports. Phase 5 tree install has been completed, electrical work will be completed in the next week, controllers were installed, pruning was completed, school is being mowed by LandTech at the school's expense, for the event on Saturday the backflows will be turned off to ensure the irrigation doesn't run during the event, Tract O and B weeds are a concern the rock areas are filled with weeds but will be taken care of next week, Native grass will be mowed for the season next week, area along Alder tree lawn strip will be removed and resodded, the board indicated that is not owned by the district and directed the sod to be placed at Country Club park rather where the weeds have taken over.

A motion was duly made by Lee McCall, seconded by Shawn McGoff and unanimously carried to accept the use of the sod supplied under the landscape contract at Country Club Park.

Additional items discussed were fertilizer and weed applications to control the weeds and the trial areas to be tested by the landscape committee to replace the dead or missing plant material throughout the community.

A motion was duly made by Shawn McGoff, seconded by Lee McCall and unanimously carried to accept the proposal from LandTech to removal all dead trees and cut to grade, with a proposal to be provided for replacement of the trees in the spring. The board noted other stumps not cut to grade that may need to be cut as they pose a trip hazard. LandTech will check on this.

Boulders – This item was tabled, pending further review by the landscape committee.

Native Seeding and Weeds – The board reviewed the proposal for native seeding and want to make sure it covers the SE corner of Monaghan and County Line Road. Ben Zand will check to ensure this is included. The board previously voted and approved for this proposal to be done at an amount not to exceed \$15,000.

[Landscape contractor excused]

Advisory – None

Architectural / Design Review

The board reviewed a variance request for Account #86048. A motion was duly made by Lee McCall, seconded by Perry Deeds and unanimously carried to accept the string lights to be strung at the front porch as request by the owner.

The board reviewed the variance request for Account #86265. A motion was duly made by Lee McCall, seconded by Perry Deeds and unanimously carried to deny the variance request for painting of the bricks. The enforcement policy should continue to be followed on this.

Security / Safety

The board would like to know when the Flock Safety installation is planned to be completed. The outreach information provided by Flock Safety can be sent out via eblast to all owners.

Social – The summer event is Saturday, with over 600 attendees registered. Those who did not register can still attend but will not be given a food ticket. The committee is working on drafting a calendar of

events for 2023 and the budget will be provided by the October 15<sup>th</sup> deadline. Kudos was given to the social committee for all their hard work on the events.

Website – Design Guidelines are reported as not being on the website. Management was asked to check on this.

### **FINANCIAL REPORT**

CLA provided the June financials – Curtis Bourgoïn presented on the financials.

2021 Audit – The board reviewed the audit. A motion was duly made by Shawn McGoff, seconded by Lee McCall and unanimously carried to accept the 2021 audit as presented subject to the opinion letter and any comments following the quality review underway.

Discuss Budget Workshop – The board would like to hold an October special meeting to discuss the 2023 budget and cancel the regular board meeting. The preliminary draft budget is due to be sent to the board by October 15<sup>th</sup>.

Other Financial Matters – None.

### **LEGAL REPORT**

Review and Consider Approval of Resolution Concerning Security System – Motion by Shawn McGoff, seconded by Lee McCall to accept this resolution.

Review and Consider Approval of Oil and Gas Lease, Addendum to Oil and Gas Lease, and Order of Payment with Axis Exploration LLC – Is under review by counsel for any updates, changes.

Discuss Renewal of Agreement for Snow Removal and Plowing Operations with the City of Aurora (Term Ended June 30, 2022) – City of Aurora does not have the staff to provide this snow removal program. If the district wants to see something they should propose something to them. Shawn will reach out to the council member to discuss this.

Discuss Maintenance of Fire Station Lot and Associated Right-of-Way Landscaping – City has acknowledged they are responsible for this lot, and they appear to have done some maintenance. LandTech is currently maintaining the street right of way as a courtesy and the district will leave it as is. City would be willing to allow something temporarily installed on the lot, board opts not to expense funds on this.

Other Legal Matters – none

### **MANAGEMENT REPORT**

Management Report

Enforcement Processing and Reports were included for the board's review. It was noted that the District Website will be updated with board / officer changes and management contact information.

Board Member Resignation – The Board discussed the vacancy due to the resignation of Bret Erickson. It was noted that any member who is appointed now will serve until the next election in May. WBA will provide a nomination form / board interest application which may be emailed to owners, who will then have 30 days to submit.

Committees Discussion – vacant chairmanship of Landscape Committee was discussed. The board will review the roster and asks that the remaining Committee members present a proposed chair (or co-chairs) for their consideration at a later time. Perry Deeds is interested in being the board rep on the committee. A motion was duly made by Shawn McGoff, seconded by Rick Schroder and unanimously carried to add Perry Deeds as a landscape member from the board.

Consider Designating a Board Representative Authorized to Act on Behalf of the Board – a motion was duly made by Shawn McGoff, seconded by Perry Deeds to appoint Lee McCall to represent the board in mediation and any other action needing to be taken outside of the board meetings.

Meeting Signs – Shawn McGoff presented on the signs, there are 5 reusable, writeable signs being proposed. A motion was duly made by Lee McCall, seconded by Perry Deeds and unanimously carried to proceed with the signs and process for placement at \$1,057.50 with MFish Graphics. Shawn to request an updated contract for this.

Update on Account #86204 and Pending Mediation – Mediation is being scheduled through the covenant enforcement legal counsel (Altitude Law). Lee McCall has been given board authority to respond in this matter.

## **CAPITAL PROJECTS**

### Update on Capital Projects Status

Park Signs – it was noted that the new signs are going in.

Landscape Design (entrances, medians) – this project remains in progress, as it has experienced delays due to permitting.

Lighting at Country Club and Hilltop Parks – Maria Elena Daniels continues to head the committee work on this project. She reported that they are waiting to finish the install at Hilltop Park until after the summer event. The rest of the lights are in at Country Club Park. The board asked that the vendors use care when pulling up the sod to try to eliminate damage. Perry Deeds will assist with communicating this.

## **DISTRICT MEMBERSHIPS / REPRESENTATIVE REPORTS**

SARIA – No report

Wheatlands Park and Rec – Perry Deeds reported on the struggle of memberships and what that could mean for the YMCA running the facility.

## **PUBLIC COMMENT**

Members of the public had questions about how the residents can help the board, covenant enforcement, and holiday lighting.

**ADJOURNMENT** – A motion was duly made by Bret Erickson, seconded by Lee McCall and unanimously carried to adjourn the public meeting at 8:40 p.m.

DRAFT

## Chris Herron

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**From:** Sabrina Lopez  
**Sent:** Thursday, September 29, 2022 1:01 PM  
**To:** Chris Herron; April Delgado  
**Subject:** FW: Well #1 Blackstone Repair and Rehab  
**Attachments:** Scope Pricing Black Stone CC Rehab #58315-F well 2022.pdf; Rehab Procedures Black Stone well Rehab 2022.pdf; Scope Pricing Black Stone CC Well Equip # 58315-F well 2022.pdf; Invoice #1 Black Stone Country Club well #1 Pull 2022.pdf

**Categories:** BMD

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**From:** Ian Gant <[Ian.Gant@invitedclubs.com](mailto:Ian.Gant@invitedclubs.com)>  
**Sent:** Thursday, September 29, 2022 6:27 AM  
**To:** Sabrina Lopez <[Sabrina@westwindmanagement.com](mailto:Sabrina@westwindmanagement.com)>; Clint C. Waldron <[cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)>  
**Cc:** Bourgouin, Curtis <[Curtis.Bourgouin@claconnect.com](mailto:Curtis.Bourgouin@claconnect.com)>  
**Subject:** Well #1 Blackstone Repair and Rehab

Sabrina,

We in the process of repairing and rehabilitating Well #1. The Well has been down all season and this is mainly due to the delays in scheduling and or finding companies to do the work. At this moment, we have pulled the pipe and old motor/pump. The new pump and Motor will need to be replaced as well as other parts. This project will total \$180,472.00. Very large project... So, when it comes to this type of work, I do still believe according to the water agreement and the 20% we have agreed upon for the last 6 years, the district would be responsible for \$36,095.00. Let me know if I have this correct? I do not believe this project will be finished and invoiced until late October/ November. Please let me know if you want to discuss further. I attached the Quotes for repair so you can see them.

Thanks



### Ian Gant

**Director of Agronomy**  
 Blackstone Country Club  
 & Black Bear Golf Club

925.408.5010 | [ian.gant@invitedclubs.com](mailto:ian.gant@invitedclubs.com)  
 11400 Canterbury Parkway,  
 Parker, CO 80138

WATER SYSTEMS  
PUMPS  
PARTS & SUPPLIES

STATE LICENSE NO. 1119  
BONDED/INSURED

# COLORADO PUMP

## SERVICE & SUPPLY CO.

511 S. GILBERT ST. UNIT C  
**(303) 688-6462**

SERVICE  
REPAIRS  
INSTALLATIONS

P.O. BOX 1443  
CASTLE ROCK, CO. 80104  
Fax (303) 688-7565

### INVOICE

Black Stone Country Club Well 58315-F  
11400 Canterbury Parkway  
Parker, CO. 80138

August 17, 2022

Attention: Ian Gant

Subject: Pump Pull Well #1, permit #58315-F

Invoice: #1 pump Pull

Scope of Work and Pricing: Riv. #1

Item #	Description	Pricing
1	Colorado Pump Service & Supply Co. (CPSS) Offers here mobilize equipment; pull existing equipment set 1825 (+-) ft. on 3.5" EUE pipe, evaluate equipment and write a pull report, includes all necessary labor. Includes cost for checking out system.	
	Material	\$ .00
	Labor	\$ 13,261.00
	Freight	\$ .00
	Tax	\$ .00
	Lump Sum Total Cost:	\$ 13,261.00
Notes	1. No Bonding is included in our cost, but can be added if required.	

Total amount due on invoice:

\$ 13,261.00

Thank you for the opportunity

Sincerely

George H Wood



WATER SYSTEMS  
PUMPS  
PARTS & SUPPLIES

STATE LICENSE NO. 1119  
BONDED/INSURED

# COLORADO PUMP

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## Black Stone Country Club Rehab and Equipment Replacement Well #58315-F 2022

### Chemicals Required

Phosphoric	185 Gals. 8% to Well Concentration
With NW 310 blended biodispersant	56 Gallons
Caustic Soda	Acid Neutralization
Sodium hypochlorite	20 Gals. 10% concentration @ 250-300 PPM
NW 410 Chlorine enhancer	6.5 Gals.

### Well Rehabilitation Procedures, Vertical Well

Pull equipment out of well. Completed

Video well per speck. Completed

Bail or sand bucket out the 70' of fill to original TD. Estimate 12 hrs. Check well original PH.

The treatment process would be to mechanically scrub the interior of the well using a brush. This will help remove loose scale, rust deposits, and biofilm which can provide a protective environment for microorganisms, 10 (+-) hrs. Once the entire column has been scoured, bail the disrupted material and any fill from the well.

Mix required chemical solution in mixing tanks, install tremie pipe at bottom screen, tremie the mix throughout the screened portion of the well from the bottom screen to static water level.

Install a double disk surge block to distribute the acid throughout the water level, with a brush tool incorporated below surge block. The rubber disks should fit snugly in the well casing which will provide good percussion/suction through the screens. Surge and brush well from water level to bottom screen, concentrating in screen areas. Starting off slowly at first to mix solution than increasing speed to a rate of 4 ft. per second. Brush screen sections and plain casing 8-10 (+-) hrs. Checking fill in the well to not fill in well past the bottom screen. Let acid sit overnight, surge and brush additional 6-8 hrs.

Throughout the entire cleaning process, care should be taken to ensure that the deepest part of the well (the sump) is cleaned and disinfected since this zone can harbor anaerobic growth including coliform bacteria.

Chemical treatment should begin by placing a solution of 8% Phosphoric acid combined with 3% dispersion polymer into the screen sections by tremie pipe and aggressively swabbing or surging it into the screened zones for approximately (varies depending on each well) minutes per foot of zone to be treated. The total volume of treatment solution should be equal to 1.5 times the volume of the zone to be treated. The recommended biodispersant is NSF approved for use in potable wells and is recommended to enhance the activity of the acid in cleaning biomass and enhancing the efficiency of the acid in attacking mineral scale. The acid and biodispersant solution will aid in breaking down the biofilm and mineral coating that surrounds and protects the organisms, allowing for better penetration of the disinfection solution. During surging, monitor the pH and maintain a pH of 3 or less.

WATER SYSTEMS  
PUMPS  
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After surging and brushing pull out brush and surge block and install evacuation pump and pump into storage tanks, neutralize water to be pumped to sewer manhole or hauled off site if required. Pump water until it reaches original ph or recommended minimal ph. Once the ph. is normal the well will have to be pumped to waste to sewer main until the water is clear or dump to ground. Estimated volume that will need to be pumped is 10 X well volume of (depending on individual well). Temporary storage tanks and or tanker truck will be used on site to hold neutralized or acidic water until all is pumped to sewer main or hauled away off site.

#### Chlorination

Once the well has been effectively purged of all residual and is pumping clear of visible turbidity, disinfection should be carried out utilizing a pH adjusted chlorination at a 250-300 ppm chlorine level with a targeted pH range of 6.5 to 7.0. The treatment volume of the disinfection solution should be equivalent to 3 times the volume of the sections to be treated and evenly distributed throughout the producing zones. This larger volume serves to flood the borehole with the disinfection solution in order to increase the effectiveness of treatment as well as the effective treatment zone.

The disinfection solution should be circulated in well using evac pump or surged in place. Monitor the chlorine level during disinfection and add additional chlorine to maintain at least a 100-ppm chlorine level during disinfection. Leave the solution in the well over night or time period we have available, while maintaining at least a 100-ppm chlorine concentration. Pull evac pump, video well, then sand bucket well to TD 3-6 hrs.

Estimated 10 -14 days per well to complete rehab.

# Colorado Pump Service & Supply

511 South Gilbert Street Unit C

Castle Rock CO. 80104

Ph. 303-688-6462 Fax 303-688-7565

September 19, 2022

To: Ian Gant

Subject: Black Stone Country Club Well 58315-F  
650 N. Sheridan BLVD  
Westminster, CO. 80031

## Scope of Work and Pricing:

Item #	Description	Pricing
1	Colorado Pump Service & Supply Co. (CPSS) Offers here mobilize equipment, necessary to complete a full well rehab. See attached Rehab Scope.	
	Material	\$16,120.00
	Labor	\$ 50,816.00
	Freight	\$0.00
	Tax	\$1,290.00
	Lump Sum Total Cost:	\$ 68,226.00
Notes	Exclusions <ol style="list-style-type: none"> <li>1. No Bonding is included in our cost but can be added if required.</li> <li>2. Fire Hydrant meter fees if required.</li> <li>3. Water usage costs if required.</li> <li>4. Hauling water to a private disposal service.</li> </ol> <p>All of these items could add additional costs.</p>	

## Terms & Conditions:

1. Standard liability and workmen's comp insurance is included with our proposal. No bonding costs are included, but bonding is available if required at additional cost.
2. Rock, sandstone, poor soil conditions, tree stumps, unknown dump sites, blasting, jackhammering, archeological items, existing or abandoned construction elements, water or any other condition encountered in excavation may incur added costs to excavation and or repair.
3. Colorado Pump accepts no responsibility for surrounding landscaping.
4. Our Proposal Includes only equipment listed above, any additional equipment or material used will be charged at additional cost.
5. CONTRACTOR does not guarantee the condition, function, operation, or suitability of the existing owner equipment, or the quality of water produced by the system.
6. OWNER shall furnish right of ingress and egress to well site for our equipment, snow removal before and during entire project time at no charge to CONTRACTOR.
7. Colorado Pump assumes no responsibility as to condition of well water, casing or cave-ins, private property including landscaping, due to work done on well, pump or system. Work done on an hourly basis unless otherwise stated. Equipment or materials sold only under Manufacturer's Warranty. We retain ownership of all equipment and material sold until paid for in full. Warranty is void if invoice is not paid within 30 days & causes products to be sold as is with all faults. If account becomes past due or delinquent in any way all warranties are void.

8. Progress Payments: Owner shall make progress payments on account of the contract price on the basis of contractor's applications for payment. Initial payment will be required as an advance which will include the bulk of equipment which will be ordered as soon as submittals are approved, at this time payment for materials are due before release of purchase orders. Required Equipment Deposit Required \$ 0.00 if all equipment is ordered. Required Deposit is required due to items quoted here are custom engineered products. As such, order cancellations will result in a 100% restocking fee.
9. This agreement contains all understandings between the parties, and no other oral agreements shall contravene or modify this agreement unless the same are in writing on a standard change order from and signed by both the customer and the contractor if unit quantities or the system design changes, additional materials and labor may be required and they will be billed as an additional charge via an approved change order, signed by both parties.
10. All accounts are due upon completion. A service charge of 1.3/4% PER MONTH,(21% annual percentage rate) commencing on billing date, will be charged, starting at 30 days after the completion date, on all past-due accounts. After sixty (60) days, unpaid accounts will be considered delinquent and liens will be filed on the real property. If collection of this account is necessary, the CUSTOMER agrees to pay, in addition to the contract price and charges, cost of collection, which shall include a reasonable amount for attorney's fees.
11. **A. Indemnification:** To the Fullest extent permitted by law, Water district - Owner shall indemnify and hold harmless the Contractor, and the Contractors officers, directors, managers, employees legal counsel and consultants, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting solely from performance of the Work under this agreement by Contractor, including but not limited to any and all claims, damage, loss, or expense attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by the negligent acts of Contractor, Contractors sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph.
- B. Colorado Pump Service & Supply Co Group** shall be responsible for and shall save, indemnify, defend, and hold harmless the owner from and against all claims, losses, damages, cost, expenses, and liabilities in respect of : subject to 11c below, loss of or damage to property of the Colorado pump Service & Supply Co. Group whether owned, hired, leased, or otherwise provided by the Colorado Pump Group arising from or relating to the performance of the agreement; personal injury, including death or disease, to any person employed by the Colorado Group arising from or relating to the performance of Agreement; and subject to 11c below, personal injury, including death or disease, or loss of or damage to the property of any third party to the extent that any such injury, low, or damage is cause by the negligence or breach of duty (whether statutory or otherwise) of the Colorado Group.
- C. Owner/Client** shall be responsible for and shall save, indemnify, defend, and hold harmless Colorado Pump Group from and against all claims, losses, damage, costs expenses, and liabilities in respect of; loss of or damage to property of the Owner/Client group, whether: owned by the owner/client group, or hired, leased or otherwise provided by or for the owner/client group and personal injury including death or disease to any person employed by the owner/client group arising from relating to or in connection with the performance or non-performance of the agreement; subject to any other express provisions of the agreement, personal injury, including death or disease or loss of or damage to the property of any third party and or the owners/clients facility operator to the extent that any such injury, low, or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the owner group; at Colorado Pump group option, either the repair or replacement or reimbursement of the full cost of Colorado pumps equipment, tools and/or instruments which are lost or damaged down hole in the owners well during the provision of services or are lost or damaged due to abrasion or corrosion occasioned by well effluents unless such loss or damage is due to the sole negligence of Colorado Pump group.

- 12. Unknown Conditions: Owner shall be liable for any unknown conditions, which may cause delays, damages, or affect performance of the water well, pumping equipment, or appurtenance involved in completion of the project.
- 13. Warranty Statement, See attachment.
- 14. Pricing due to volatile market conditions all Colorado Pump quotes are subject to review prior to purchase. Labor is good for 30 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the above work and order equipment as specified. Payment will be made as outlined above.

Date	Authorized Signature	Print
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Please sign and return

Thank you for the opportunity

Sincerely,

George H. Wood Jr.

# Colorado Pump Service & Supply

511 South Gilbert Street Unit C

Castle Rock CO. 80104

Ph. 303-688-6462 Fax 303-688-7565

September 15, 2022

To: Ian Gant

Subject: Black Stone Country Club Well 58315-F  
650 N. Sheridan BLVD  
Westminster, CO. 80031

## Scope of Work and Pricing:

Item #	Description	Pricing
1	<p>Colorado Pump Service &amp; Supply Co. (CPSS) Offers here mobilize equipment and install the following equipment and labor.</p> <p>Pump Summit 120 GPM @ 1850 TDH Motor Summit 120 HP/ 3130 Volt/ 24 Amp Seal Summit (thrust protector) Cable &amp; MLE Splice, Medium Volt Summit Service Motor/ Seal Kit 300' NEW replacement Pipe/ 3.5"/ .254 wall/ 9.30#/ API J55 EUE 8Rd. 2 ea. Check valve W/KO/ 3.5" EUE 8 Rd. Dinotek Data Logger (for transducer). Miscellaneous Material: Chlorine, SS Banding, Pipe-wrap, Pitles O-Rings, Freight, Labor.</p>	
	Material	\$76,292.00
	Labor	\$15,397.00
	Freight	\$1,143.00
	Tax	\$6,153.00
	<b>Lump Sum Total Cost:</b>	<b>\$ 98,985.00</b>
Notes	1. No Bonding is included in our cost, but can be added if required.	

## Terms & Conditions:

- Standard liability and workmen's comp insurance is included with our proposal. No bonding costs are included, but bonding is available if required at additional cost.
- Rock, sandstone, poor soil conditions, tree stumps, unknown dump sites, blasting, jackhammering, archeological items, existing or abandoned construction elements, water or any other condition encountered in excavation may incur added costs to excavation and or repair.
- Colorado Pump accepts no responsibility for surrounding landscaping.
- Our Proposal Includes only equipment listed above, any additional equipment or material used will be charged at additional cost.
- CONTRACTOR does not guarantee the condition, function, operation, or suitability of the existing owner equipment, or the quality of water produced by the system.
- OWNER shall furnish right of ingress and egress to well site for our equipment, snow removal before and during entire project time at no charge to CONTRACTOR.

7. Colorado Pump assumes no responsibility as to condition of well water, casing or cave-ins, private property including landscaping, due to work done on well, pump or system. Work done on an hourly basis unless otherwise stated. Equipment or materials sold only under Manufacturer's Warranty. We retain ownership of all equipment and material sold until paid for in full. Warranty is void if invoice is not paid within 30 days & causes products to be sold as is with all faults. If account becomes past due or delinquent in any way all warranties are void.
8. Progress Payments: Owner shall make progress payments on account of the contract price on the basis of contractor's applications for payment. Initial payment will be required as an advance which will include the bulk of equipment which will be ordered as soon as submittals are approved, at this time payment for materials are due before release of purchase orders. Required Equipment Deposit Required \$ 0.00 if all equipment is ordered. Required Deposit is required due to items quoted here are custom engineered products. As such, order cancellations will result in a 100% restocking fee.
9. This agreement contains all understandings between the parties, and no other oral agreements shall contravene or modify this agreement unless the same are in writing on a standard change order from and signed by both the customer and the contractor if unit quantities or the system design changes, additional materials and labor may be required and they will be billed as an additional charge via an approved change order, signed by both parties.
10. All accounts are due upon completion. A service charge of 1.3/4% PER MONTH,(21% annual percentage rate) commencing on billing date, will be charged, starting at 30 days after the completion date, on all past-due accounts. After sixty (60) days, unpaid accounts will be considered delinquent and liens will be filed on the real property. If collection of this account is necessary, the CUSTOMER agrees to pay, in addition to the contract price and charges, cost of collection, which shall include a reasonable amount for attorney's fees.
11. **A. Indemnification:** To the Fullest extent permitted by law, Water district - Owner shall indemnify and hold harmless the Contractor, and the Contractors officers, directors, managers, employees legal counsel and consultants, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting solely from performance of the Work under this agreement by Contractor, including but not limited to any and all claims, damage, loss, or expense attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by the negligent acts of Contractor, Contractors sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph.
 

**B.** Colorado Pump Service & Supply Co Group shall be responsible for and shall save, indemnify, defend, and hold harmless the owner from and against all claims, losses, damages, cost, expenses, and liabilities in respect of : subject to 11c below, loss of or damage to property of the Colorado pump Service & Supply Co. Group whether owned, hired, leased, or otherwise provided by the Colorado Pump Group arising from or relating to the performance of the agreement; personal injury, including death or disease, to any person employed by the Colorado Group arising from or relating to the performance of Agreement; and subject to 11c below, personal injury, including death or disease, or loss of or damage to the property of any third party to the extent that any such injury, low, or damage is cause by the negligence or breach of duty (whether statutory or otherwise) of the Colorado Group.

**C.** Owner/Client shall be responsible for and shall save, indemnify, defend, and hold harmless Colorado Pump Group from and against all claims, losses, damage, costs expenses, and liabilities in respect of; loss of or damage to property of the Owner/Client group, whether: owned by the owner/client group, or hired, leased or otherwise provided by or for the owner/client group and personal injury including death or disease to any person employed by the owner/client group arising from relating to or in connection with the performance or non-performance of the agreement; subject to any other express provisions of the agreement, personal injury, including death or disease or loss of or damage to the property of any third party and or the owners/clients facility operator to the extent that any such injury, low, or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the owner group; at Colorado Pump group

option, either the repair or replacement or reimbursement of the full cost of Colorado pumps equipment, tools and/or instruments which are lost or damaged down hole in the owners well during the provision of services or are lost or damaged due to abrasion or corrosion occasioned by well effluents unless such loss or damage is due to the sole negligence of Colorado Pump group.

12. Unknown Conditions: Owner shall be liable for any unknown conditions, which may cause delays, damages, or affect performance of the water well, pumping equipment, or appurtenance involved in completion of the project.

13. Warranty Statement, See attachment.

14. Pricing due to volatile market conditions all Colorado Pump quotes are subject to review prior to purchase. Labor is good for 30 days

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the above work and order equipment as specified. Payment will be made as outlined above.

\_\_\_\_\_  
Date Authorized Signature \_\_\_\_\_ Print \_\_\_\_\_.

Please sign and return

Thank you for the opportunity

Sincerely,

George H. Wood Jr.

\_\_\_\_\_



# **FINANCIAL REPORT**

***2023 Budget Workshop  
& Forecast***

# **OTHER BUSINESS**

**Chris Herron**

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**From:** Clint C. Waldron <[cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)>  
**Sent:** Friday, September 30, 2022 8:16 AM  
**To:** Chris Herron; 'Bourgouin, Curtis'  
**Subject:** FW: Blackstone Entries and Signs  
**Attachments:** Blackstone-DesignConcepts-Add Tait Services.pdf; Blackstone-Design Concepts-Add Services 3.pdf; Blackstone-Design Concepts-Add Bowman Services.pdf

**Categories:** BMD

Hi Clint,

Design Concepts got 2 proposals from civil engineers to do the grading plans. One is Tait Engineering and the other is Bowman, both contracts are within \$1000.00 of each other. With that being said, Design Concepts would like to work with Tait as they have worked together in the past. Also included in the proposals is additional fees from Design Concepts, as they have to change the design of the roud-a-bouts and pie median due to city water/turf changes. We need to get these voted on by the board asap so we can continue with our city submittals, which are taking a very long time. I know the board has tentatively decided not to have a board meeting in October but I dont' think this can wait until November. What do you want me to do?

The park signs are completed. We still have to do a final walk through with DaVinci Signs. Don't pay the final payment until we do the walk through. It has been very difficult to coordinate with Rodney at DaVinci. He hasn't been the easiest to work with since we got the contract.

Thank you so much,  
Carol Hesketh

**From:** Carol Hesketh <[heskethcarol@gmail.com](mailto:heskethcarol@gmail.com)>  
**Sent:** Friday, September 30, 2022 12:03 PM  
**To:** Clint C. Waldron <[cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)>  
**Subject:** Blackstone Entries Additional Services

Hi Clint,

Here are both contracts, Tait and Bowman, for the additional services. Also included is the additional services contract for Design Concepts. I am asking Matt and Erik for clarification on their proposal. Design Concepts shows Tait's fee in the Additional Services #3. The fee is \$3250 more than the proposal from Tait. Not sure why. As soon as I get an answer I'll let you know.  
Carol



September 26, 2022

Carol Hesketh  
Blackstone Metro District  
(714) 501-1364  
Heskethcarol@gmail.com

**Re: Blackstone – Site Improvements | Additional Service Request #3 – City Submittals and Entitlements**

Dear Carol:

Based upon the comments our team received from the City at our Pre-Application and at the request of Blackstone Metropolitan District, we have prepared a fee proposal for work beyond our original scope. Design Concepts formally requests additional service fees to provide the items:

- **Civil Site Plan Submittals** – In addition to the Site Plan Landscape plans, the City requires Civil Site Plans to review. Civil information will also include the necessary City of Aurora reports and letters.
- **City CAD Data Digital Submittal** – The City requires us to submit digital files for their GIS database.
- **Tree Mitigation Plans** – As part of the landscape submittal process the City has stated that we need to provide tree mitigation plans for the existing upright junipers that are on the site.
- **Entitlements and Processing for Multiple City Submittals** – The City requires us to submit individual filings separately for each of the project area. This breakout will require additional time to prepare additional plan sets and distribute the documents to the team as well as compile and prepare responses back to the City. DCLA will perform the entitlements processing for the various Site Plan Submittals as well as the Civil Construction Document submittals.

This proposal excludes the following items as discussed with the client:

- Stormwater Management Plan (SWMP)
- Additional Site Survey
- Civil Engineering Drawings

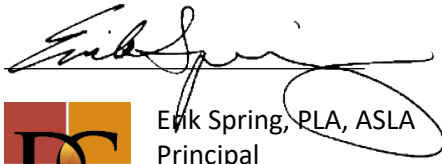
Additional information can be found on the attached letter from our subs. Any consultants required to perform the work are charged at cost plus a 10% administration fee. We would like to request the following additional fees for this work:

Design Concepts – Entitlements, Site Plans	\$11,160.00
TAIT & Associates – Civil Site Plans	\$35,750.00
<b>TOTAL PROPOSED FEE</b>	<b>\$46,910.00</b>

This amount requested will revise our contract amount as described below:

	<b>Addtl Amt</b>	<b>Total</b>
Original contract amount	-	\$46,790.00
<b>Contract amount - R1 (3/7/2022)</b>	<b>\$18,755.00</b>	<b>\$65,545.00</b>
<b>Contract amount - R3 (7/15/2022)</b>	<b>\$46,910.00</b>	<b>\$112,455.00</b>

Very Truly Yours,




Erik Spring, PLA, ASLA  
Principal

[eriks@dcla.net](mailto:eriks@dcla.net)

September 27, 2022

DESIGN  
CONCEPTS

### Acceptance of Additional Service Request

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In reference to the Proposal from Design Concepts signed and dated effective October 7, 2021, Design Concepts and Client hereby agree to make the following changes to the scope and other terms as set forth below. To the extent that any of the below terms conflict with either the original Proposal or the Terms and Conditions attached thereto, the language of this Additional Service Request will control. Except as stated below, all other terms of the Proposal and Terms and Conditions remain in force and effect.

The below signatures indicate acceptance of this Change Order and agreement to be bound by its terms.

Bishop & Layton Design, Inc., dba Design Concepts CLA, Inc.	Blackstone Metropolitan District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Aug 25, 2022  
Updated Aug 31, 2022

Erik Spring  
Principal  
Design Concepts  
211 N Public Rd, Suite 200  
Lafayette, CO 80026

<b>Re:</b>	<b>Blackstone Site Plan</b> (the "Project") Aurora, Arapahoe County, CO 80016 Proposal to provide Engineering Services (the "Proposal") Proposal No. P2213
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Dear Mr. Spring:

We are pleased to submit this Proposal to provide Engineering services for the above referenced Infrastructure Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and Design Concepts (the "Client").

## **Proposal Assumptions and Project Understanding**

It is our understanding that Bowman will provide Civil Engineering services for subject intersections within the Blackstone Development in Aurora, CO. It is our understanding that the project will consist of Site Plan Amendments and a Drainage Letter. This proposal does not include any Construction Document or Survey tasks.

The site is developed land with existing landscaping.

### Assumptions -

Bowman has made the following assumptions for the purposes of this proposal:

1. The improvements will be permitted as site plan amendments for filing 1 and filing 3.
2. The proposed development will go through the Site Plan Amendment process.
3. Variances that may be needed will be determined during due diligence.
4. Architectural Design and Photometric services are not included within this proposal.
5. Environmental Report to be provided by others (if required).
6. Bowman will have full access to the site.
7. Bowman will be provided a Current Title Commitment 10 days prior to starting project work.
8. Groundwater dewatering permitting is not anticipated and excluded from this proposal.
9. Excavation and Shoring Permits will not be required for this project.
10. CDOT NTP, Access permit or any other state highway permits are excluded.
11. No revisions to Construction Documents are expected.
12. No revision to filling 4 is expected.
13. Base files to be provided by others.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

## SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

### PRELIMINARY ENGINEERING SERVICES

#### 1. Site Plan Amendment Filing 1 (ENG)

Bowman will produce the required civil sheets for the Site Plan Amendment. Additional comments from the City or Client not received in the first 2 rounds of comments will be addressed and billed on an hourly basis. Any additional items required for Site Plan Amendment submittal will be part of a change order. Meetings associated with the task will be billed to meeting task.

**FEE: Hourly, \$9,750 NTE**

#### 2. Site Plan Amendment Filing 3 (ENG)

Bowman will produce the required civil sheets for the Site Plan Amendment. Additional comments from the City or Client not received in the first 2 rounds of comments will be addressed and billed on an hourly basis. Any additional items required for Site Plan Amendment submittal will be part of a change order. Meetings associated with the task will be billed to meeting task.

**FEE: Hourly, \$9,750 NTE**

#### 3. Drainage Letter Filing 1 (ENG)

Bowman will produce a Drainage Letter to accompany the Site Plan Amendment for filing 1. The Letter will meet the standards set forth in the City of Aurora Master Drainage Report Manual.

This fee assumes two rounds of comments from the City will be addressed and included. Additional comments from the City or Client not received in the first 2 rounds of comments will be addressed and billed on an hourly basis. Any additional items required for Drainage Letter submittal will be part of a change order. Meetings associated with the task will be billed to meeting task.

**FEE: Lump Sum, \$2,250**

#### **4. Drainage Letter Filing 3 (ENG)**

Bowman will produce a Drainage Letter to accompany the Site Plan Amendment for filing 3. The Letter will meet the standards set forth in the City of Aurora Master Drainage Report Manual.

This fee assumes two rounds of comments from the City will be addressed and included. Additional comments from the City or Client not received in the first 2 rounds of comments will be addressed and billed on an hourly basis. Any additional items required for Drainage Letter submittal will be part of a change order. Meetings associated with the task will be billed to meeting task.

**FEE: Lump Sum, \$3,250**

#### **5. Sight Triangle Exhibits (ENG)**

Bowman will produce site triangle exhibits for the proposed improvements to meet the City of Aurora standards.

**FEE: Hourly, \$2,750, NTE**

#### **6. Coordination and Meetings (ENG)**

Bowman shall attend any and all meetings requested by the client in preparation of the plans and associate design/documents. Coordination with the design team, client, jurisdiction, utility companies, etc. will also be handled under this task. Preparation of application, fees, etc. will also be handled under this task.

**FEE: Hourly, \$4,000 NTE**



## Summary Matrix

Task	Description	Fee Type	Total
<b>Engineering Services</b>			
1	Site Plan Amendment Filing 1 (ENG)	Hourly, NTE	\$9,750.00
2	Site Plan Amendment Filing 3 (ENG)	Hourly, NTE	\$9,750.00
3	Drainage Letter Filing 1 (ENG)	Lump Sum	\$2,250.00
4	Drainage Letter Filing 3 (ENG)	Lump Sum	\$2,250.00
5	Sight Triangle Exhibits (ENG)	Hourly, NTE	\$3,750.00
6	Coordination and Meetings (ENG)	Hourly, NTE	\$4,000.00
			<b>\$31,750.00</b>

**Total Estimated Fees     \$31,750.00**

## EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Plan review fees, permits, assessments, and other fees;
- Survey services including utility locates;
- Borings for field locating existing underground utilities;
- Geotechnical Investigation;
- Cultural and Biological Investigation;
- Scour Analysis of wash crossings;
- Construction materials testing;
- Landscape design;
- Construction Management;
- Construction Staking;
- Engineer of Record Services;
- ADEQ NOI preparation or submittal;
- ADEQ SWPPP Construction Site Book
- Traffic Engineering reports;
- Jurisdictional delineation or Nationwide 404 permits;
- Legal or title analysis of property ownership or easement rights;
- Environmental assessments;
- Inspection and Maintenance Plan
- Construction Documents
- Items not specifically delineated in Scope.

## REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

## REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

## CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Master plan documents
- Land uses
- Submittal Fees for the City (if necessary)
- Recordation Fees for County Recording (if necessary)
- Provide information on desired final parcel configuration or size (if necessary)
- Survey base files

## OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to Design Concepts.

Sincerely,

### **BOWMAN CONSULTING GROUP LTD.**

*Thomas Pannell*

Thomas Pannell, PE  
Team Lead

**Design Concepts** hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by Design Concepts to so execute this Proposal.

### **Design Concepts**

By:

Title:

Date:

## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2022

#### Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

#### Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

#### Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

#### Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman *T.P.* / Client

## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE B - HOURLY RATE

January 2022

CLASSIFICATION	HOURLY RATES
Depositions & Testimony	\$310.00/HR
Principal	\$265.00/HR
Department Executive	\$240.00/HR
Senior Project Manager	\$195.00/HR
Project Manager	\$175.00/HR
Assistant Project Manager	\$160.00/HR
Project Coordinator	\$140.00/HR
Senior Surveyor	\$170.00/HR
Engineer I   II   III	\$125.00/HR   \$135.00/HR   \$145.00/HR
Designer I   II   III	\$100.00/HR   \$120.00/HR   \$135.00/HR
CADD Drafter I   II   III	\$ 90.00/HR   \$100.00/HR   \$115.00/HR
Construction Manager	\$125.00/HR
Senior Environmental Scientist	\$165.00/HR
Right of Way Specialist I   II   III	\$101.00/HR   \$117.00/HR   \$133.00/HR
Survey Technician I   II   III	\$105.00/HR   \$115.00/HR   \$125.00/HR
Project Surveyor	\$155.00/HR
Survey Field Crew – 1 Man	\$129.00/HR
Survey Field Crew – 2 Man	\$181.00/HR
Survey Field Crew – 3 Man	\$203.00/HR
3D Scanning Crew	\$245.00/HR
Survey Field Technician	\$ 80.00/HR
3D/UAV Modeling Technician	\$140.00/HR
UAV Operation	\$245.00/HR
Machine Control Technician	\$140.00/HR
Administrative Professional	\$ 90.00/HR

Initials: Bowman *T.P.* / Client

Table 226 - DEFAULT 2022 Colorado

## BOWMAN CONSULTING GROUP LTD. SCHEDULE C - REQUEST FOR INFORMATION

### Accounts Payable Contact:

Point of Contact:

Phone:

Fax:

E-Mail:

### Billing Information:

Billing Entity:

Billing Address:  Same as Proposal

If Different, Please Provide:

### Billing Requirements:

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit:  Yes, Contact:

Not Sure, Contact Our Office

Not At This Time

Initials: Bowman *T.P.* / Client

## BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **Design Concepts** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

**1. Scope of Services.** Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

**2. Standard of Care.** The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

**3. Payment Terms.** Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

**4. Retainer and Other Payments.** Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

**5. Client Duties and Responsibilities.** Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information

supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

**6. Insurance.** Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

**7. Potential Liability of Bowman.** The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

**8. Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

**9. Conflict Resolution and Applicable Law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not



successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

#### **10. Ownership of Documents and Other Rights of Bowman.**

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

**11. Modification.** From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

**12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

#### **13. Limits of Scope.**

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and

documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) **Building Plan Coordination.** If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

**14. Fees by Hourly Rate Schedule.** If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

**15. Covenants Benefiting Third-Parties.** Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

**16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

**17. Termination.** Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

**18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

**19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight

delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:


Bowman Consulting Group Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, Virginia 20191  
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman      *T.P.* / Client

# Signature Certificate

Reference number: HMWMK-VRPEG-E3K4X-ZHNC9

Signer	Timestamp	Signature
<b>Thomas Pannell</b> Email: tpannell@bowman.com  Sent: 07 Sep 2022 15:13:14 UTC Viewed: 07 Sep 2022 16:26:10 UTC Signed: 07 Sep 2022 16:27:32 UTC		
<b>Recipient Verification:</b> ✓Email verified	07 Sep 2022 16:26:10 UTC	IP address: 4.34.39.2 Location: Denver, United States

Document completed by all parties on:  
07 Sep 2022 16:27:32 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



September 23, 2022

Mr. Erik Spring  
Principal  
Design Concepts  
211 North Public Road, Suite 200  
Lafayette, CO 80026

**PROPOSAL TO PROVIDE LANDSCAPE GRADING DESIGN FOR THE BLACKSTONE COUNTRY CLUB ESTATES, AURORA, CO.**

Erik,

Tait & Associates, Inc. is pleased to provide Design Concepts (DCLA) with a design proposal for the Blackstone Country Club Estates located in Aurora, CO. This proposal is based on our discussions and email correspondence to date.

**- PROPOSED SCOPE OF WORK -**

**Task 1: SDP AMENDMENT**

TAIT has been asked to amend existing plans that include cover sheets, notes and legends sheets, landscape grading plan, and associated detail sheets. A preliminary drainage letter is included to address the changes to the drainage due to the design updates. It is not anticipated that any concrete flatwork is being modified. Separate plan amendments and submittals will be required for Filing 1 and Filing 3 at this time for a total of 2 plan sets and 2 submittals with the City of Aurora. Tait will prepare drawings to meet the requirements of the City's planning review process. It is anticipated at this time that the project will not need gain approval through the City engineering review process. Tait will utilize the existing ACAD drawings provided by DCLA for the basis of design. It may be determined that additional survey is needed at a later date but at this time survey has been excluded from our scope and fee. The Filings are broken out as follows:

**FILING 1**

- Entryway and Median at Powhatan Rd. and E. Mineral Rd.
- Roundabout at E. Mineral Rd. and S. Country Club Pkwy.
- Entryway and Median at County Line Road and S. Blackstone Pkwy.
- Entryway and Median at Smokey Hill Pkwy. and S. Country Club Pkwy.
- Roundabout at S. Country Club Pkwy and S. Blackstone Pkwy.
- Roundabout and Pie Shaped Median at S. Blackstone Pkwy. and E. Alder Dr.

**FILING 3**

- Entryway at S. Monaghan Road and E. Mineral Rd.
- Entryway at County Line Road and S. Waterloo Ct.

**Task 2: MEETINGS, COORDINATION AND PROCESSING**

TAIT will provide services for project meetings, coordination, and other related processing for the City of Aurora’s planning process. Based on City correspondence, an engineering review process is not anticipated at this time. TAIT will utilize this task item to assist DCLA with the approval process and coordinate with the appropriate City staff to address comments throughout the City submittal process. Due to the unknown amount of time required for this line item, Tait has provided an estimated budget and will bill the expended effort on a time and expense basis.

**- COMPENSATION -**

**FEE SUMMARY:**

<b>TASK 1: SDP Amendment</b>	<b>\$25,000</b>
<b>TASK 2: Meeting, Coordination and Processing (Time and Expense)</b>	<b><u>\$7,500</u></b>
<b>TOTAL FEE:</b>	<b>\$32,500</b>

**- TERMS & CONDITIONS -**

The above scope of work descriptions are to the best of our knowledge thorough and complete. As the development progresses the scope may potentially change. As these changes occur, we will notify you of the scope and corresponding fee change. No additional work, which will increase the fee, will be performed without your authorization. The fees quoted herein are valid for a period of 90 days from the date hereon.

Costs for reimbursable expenses such as application/permit fees, reports (soils, traffic, title, environmental, etc.), and associated out-of-pocket costs will be invoiced at cost plus fifteen percent. The fee estimates shown herein do **not** include the costs for these expense items.

Our billing procedure is to invoice monthly for payment within 30 days. The invoice format will identify the work completed per task during the invoice period and itemize the out-of-pocket expenses for the period.

Tait has provided professional engineering and survey for land development since 1964 and greatly appreciates the value of time. Therefore, our highest priority is to deliver quality engineering consulting within a reasonable schedule. We are prepared to commence work immediately upon receipt of your written acceptance of this proposal. Work will be performed under the previously executed contract related to this site between Design Concepts and Tait & Associates. We appreciate being considered for the Blackstone Country Club project team.

Very Truly Yours,  
TAIT & ASSOCIATES, INC.

Agreed & accepted by:  
DESIGN CONCEPTS

\_\_\_\_\_  
Alex Hoime, PE  
Vice President

\_\_\_\_\_  
Erik Spring  
Principal

**Chris Herron**

---

**From:** Ben Zand <benz@landtechcontractors.com>  
**Sent:** Thursday, September 22, 2022 8:55 AM  
**To:** Sabrina Lopez  
**Subject:** Landtech - Hilltop Park Drainage Proposals & Tree Removal Update  
**Attachments:** French Drain at Hilltop Park .pdf; Raising Grade and Additional French Drain Near Hilltop Park.pdf

Good morning Sabrina,

It was great walking and talking with you yesterday. I have attached the two proposals I was mentioning to you for your review. I am also working on the updated pricing for the blower truck/native reseeding work right now and I'll send that updated proposal as soon as I have that complete.

On another note, we have the removal of the trees at Blackstone scheduled for October 10<sup>th</sup> & 11<sup>th</sup>. If things open up in our schedule, we'll try to get to those trees quicker, but for now that's the day we have.

Let me know if you have any questions or concerns for me on any of this.

Thank you,

**Ben Zand**  
*Account Manager*



525 Laredo Street  
Aurora, CO 80011  
Office 303-344-4465  
Direct 720-975-2218  
Cell 720-749-0067  
[benz@landtechcontractors.com](mailto:benz@landtechcontractors.com)  
[www.landtechcontractors.com](http://www.landtechcontractors.com)

Date: 9/7/2022  
 Name: Blackstone  
 Project: French Drain at Hilltop Park  
 Address: 7777 S Country Club Pkwy  
 Aurora, CO 80016  
 Attention: Bret Erickson



525 N. Laredo St.  
 Aurora, CO 80011  
 Phone: (303)344-4465  
 Fax: (303)344-1518

Contact: Sabrina  
 Phone: (303) 369.1800  
 Email: [sabrina@westwindmanagement.com](mailto:sabrina@westwindmanagement.com)  
 Address: 27 Inverness Drive East Englewood, CO 80112

Dear Bret,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech will install a French Drain to allow the excess water from the Hilltop Park to drain into the gutter along the road, rather than letting the water spill over the top of the sidewalk. We will complete this by installing a perforated pipe under the sidewalk through a sleeve that we will install. There will be a catch basin near the drain to collect the runoff water. An image is included below to show the water going over the top of the sidewalk.**

DESCRIPTION	QUANTITY	Cost
French Drain installed at Hilltop Park	1 LS	\$1,750.00
<b>Total</b>		<b>\$1,750.00</b>

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

Sincerely,

**Ben Zand**  
 Account Manager



525 Laredo Street  
 Aurora, CO 80011  
 Direct 720.975.2218  
 Cell 720.749.0067  
[benz@landtechcontractors.com](mailto:benz@landtechcontractors.com)  
[www.landtechcontractors.com](http://www.landtechcontractors.com)

Offer accepted as above:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## Photo of Water Going Over the Sidewalk





Date: 9/7/2022  
 Name: Blackstone  
 Project: Raising the Grade & French Drain  
 at Hilltop Park  
 Address: 7777 S Country Club Pkwy  
 Aurora, CO 80016  
 Attention: Bret Erickson

525 N. Laredo St.  
 Aurora, CO 80011  
 Phone: (303)344-4465  
 Fax: (303)344-1518

Contact: Sabrina  
 Phone: (303) 369.1800  
 Email: [sabrina@westwindmanagement.com](mailto:sabrina@westwindmanagement.com)  
 Address: 27 Inverness Drive East Englewood, CO 80112

Dear Bret,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech will raise the grade of the common area landscaping to the east of 27836 E Alder Drive, which is located on the corner of E Alder Drive & S Waterloo Ct. We will add in 4-5 CY of topsoil to raise the grade so that water does not pool in this area. We will then install a French Drain with a perforated pipe leading under the sidewalk through a sleeve which will allow the water to drain into the gutter along the road. There are also 7 Dwarf Burning Bushes that have died in this area due to this excess water, this proposal includes replacing those 7 Deciduous Shrubs.**

An image showing where the water pools and the direction the French drain will be installed is included below.

DESCRIPTION	QUANTITY	Cost
Raising the grade at 27836 E Alder & Installing a French Drain to allow water to drain to the Road	1 LS	\$3,545.00
<b>Total</b>		<b>\$3,545.00</b>

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

Sincerely,

**Ben Zand**  
 Account Manager



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 Aurora, CO 80011  
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 Cell 720.749.0067  
[benz@landtechcontractors.com](mailto:benz@landtechcontractors.com)  
[www.landtechcontractors.com](http://www.landtechcontractors.com)

Offer accepted as above:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

# Scope of Work

