

**AGENDA OF THE
REGULAR MEETING OF
SOUTHSHORE METROPOLITAN DISTRICT**

Time: Tuesday, February 13, 2024, 6:00 p.m.

Location: This meeting will be held via Zoom and may be joined using the following link:
<https://us02web.zoom.us/j/82259514192>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 253 215 8782 or +1 346
248 7799 or +1 669 900 9128

Webinar ID: 822 5951 4192

Ryan Zent, President	May 2027
Kevin Stadler, Vice President/Secretary/Treasurer	May 2027
Jeffrey Bergeon, Vice President/Assistant Secretary/Treasurer	May 2025
Kevin Chan, Vice President/Assistant Secretary/Treasurer	May 2025
Colette Palmer, Vice President/Assistant Secretary/Treasurer	May 2025

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Consideration of Agenda.
3. Consent Agenda.
 - (a) January 9, 2024 Special Meeting Minutes.
 - (b) 2023 Annual Report.
4. Updates:
 - (a) Name change.
 - (b) Snowplow Agreement with City.
 - (c) Safety and security.
 - (d) Flooding at Lakehouse.
5. Public Comment. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three minutes per person and the public comment portion of this meeting will not exceed 30 minutes.
6. District Committees.
 - (a) Approve and/or ratify creation of Committees and appointment of Committee members.

- (b) Committees' status updates.
7. Accountant's Report and review of financials and claims payable.
 8. New Contracts for approval and/or ratification:
 - (a) Approve 2024 MOU with Southshore Master Association.
 - (b) Ratify Front Range Recreation Pool Management Agreement and first Change Order.
 - (c) 2024 property and liability coverage.
 9. Requests for Proposals.
 - (a) Determine winning bid for District Management.
 - (b) Determine winning bid for Landscaping Services.
 10. Engineer's Reports.
 - (a) Review and approve Resolution Accepting Engineer's Written Report and Requesting Requisition of Funds.
 - (b) Discuss underdrain project.
 - (i) Review and approve Change Order #1 with QP Services.
 - (c) Discuss dredging project.
 - (i) Review and ratify Application for Alteration, Modification, or Repair of a Dam and Reservoir.
 - (ii) Review and approve Change Order #1 with RCD Construction.
 - (d) Update on status of Temporary Construction Easement.
 11. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding inclusion of property, District facilities, RFP responses, coordination with Master Association, contracts on Agenda and IGA with City.
 12. Possible action on matters discussed in Executive Session.
 13. Consider request to use District park.
 14. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSHORE METROPOLITAN DISTRICT

By /s/ Ryan Zent
 Ryan Zent, President

RECORD OF PROCEEDINGS

MINUTES OF THE SPECIAL MEETING OF SOUTHSHORE METROPOLITAN DISTRICT

HELD JANUARY 9, 2024

A Special Meeting of the Boards of Directors of the Southshore Metropolitan District was held on January 9, 2024 at 6:00 p.m. The Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/88935891857>, (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799

ATTENDANCE

Directors in Attendance were:

Kevin Stadler, Vice President/Secretary/Treasurer
Jeff Bergeon, Vice President/Assistant Secretary/Treasurer
Kevin Chan, Vice President/Assistant Secretary/Treasurer
Colette Palmer, Vice President/Assistant Secretary/Treasurer

Absent (excused):

Ryan Zent, President

Also in Attendance were:

Cathy Hamilton of Simmons & Wheeler
David A. Greher of CEGR Law
Sarah H. Luetjen of CEGR Law
Various members of the public

CONFLICTS OF INTEREST

Mr. Greher noted that none of the Directors have advised of any potential current conflict of interest for this meeting.

NOTICE

Mr. Greher stated that Notice had been properly posted at least 24 hours prior to the meeting on the District's website. Mr. Greher confirmed that such Notice was also placed at the entrance of the Lakehouse, Lighthouse and sent to the City of Aurora Clerk. The certification of posting is attached hereto. The notice also included the agenda items.

CONSENT AGENDA

December 12, 2023 Regular Meeting Minutes

Resolution Designating Posting Location

Resolution Establishing Date, Time and Location of Regular Meetings

Resolution Adopting the Colorado Special District Records Management Manual

After discussion and upon motion duly made, seconded and unanimously carried, the Board approved the Consent Agenda, as presented.

PUBLIC COMMENT

The Board took comments and answered various questions from the members of the public.

UPDATE ON
STATUS OF
DISSOLUTION OF
SOUTHSHORE
METROPOLITAN
DISTRICT NO. 1

Mr. Greher informed the Board that the Order for Dissolution of Southshore Metropolitan District No. 1 has been recorded with the Arapahoe County (the “County”) Clerk and Recorder and subsequently forwarded to the County Assessor, Division of Local Government and the State Auditor’s office. Ms. Hamilton noted that the banking matters have been wrapped up and all bills are being paid directly by the District.

DISCUSS STATUS
OF DISTRICT
NAME CHANGE

Mr. Greher reported to the Board that the County District Court has granted the Order for Name Change and once the Order has been recorded with the County Clerk and Recorder, the District’s name has been officially changed to Southshore Metropolitan District. Ms. Luetjen is working with the State and the Internal Revenue Service to update their records to reflect this name change.

ACCOUNTANT’S
REPORT

Ms. Hamilton presented a list of checks to ratify and invoices to be approved.

Following discussion and upon motion duly made, seconded and unanimously carried, the Board (a) approved and confirmed the disbursements as presented and (b) approved the checks.

Ms. Hamilton then noted that the District financials were not available and this matter will be tabled until the next scheduled meeting.

RESOLUTION
ACCEPTING
ENGINEER'S
WRITTEN REPORT
AND REQUISITION
OF FUNDS

Tabled. No action was taken.

DISTRICT
ENGINEER'S ORAL
REPORT

Director Stadler provided an update on the underdrain project. He stated that the dewatering process is complete and they are in the process of moving the fish to the School District's pond. Mucking of Senac Pond will begin the week of January 15th.

POOL
MANAGEMENT
AGREEMENT

Director Stadler informed the Board that he has reviewed the Pool Management Agreement between the District and Front Range Recreation regarding pool management. The Board authorized President Zent and Director Stadler to work with Front Range Recreation regarding the terms of the Pool Management Agreement. Upon motion duly made, seconded and unanimously carried, the Board ratified the Pool Management Agreement in an amount not to exceed \$330,000 and subject to review of the final form by legal counsel.

FRONT RANGE
RECREATION
CHANGE ORDER

Director Stadler noted that he has not received the Front Range Recreation Pool Management Change Order. The approval of this Change Order was tabled until the next scheduled meeting. No action was taken.

DISTRICT
COMMITTEES
UPDATE

Director Stadler discussed the appointment of Committee members to each of the five separate committees to address various areas of District operations.

Upon motion duly made, seconded and unanimously carried, the Board appointed the following members and liaisons to their respective committees:

Finance Committee:

Liaison: Director Stadler
Committee Members: Christopher Koch

Facilities Committee:

Liaison: Director Bergeon
Committee Members: Margherita Ryan
Carol Kopecky
Chris Handley

Landscape Committee:

Liaison: Director Palmer
Committee Members: Barbara J. Moore League
Mukesh Gandhi
Scott Finn

Communications Committee:

Liaison: Director Chan
Committee Members: None.

President Zent was designated as the liaison to the District Management Company once a firm has been picked.

2024 PROPERTY
AND LIABILITY
COVERAGE

Director Stadler discussed the Colorado Special Districts Pool (the “**CSD Pool**”) with the Board and the members of the public. Ms. Luetjen noted that she is working with the CSD Pool to update the District’s policy and reflect the recent name change of the District.

DISTRICT
WEBSITE

Ms. Luetjen discussed maintenance of the District’s website. Director Chan and Ms. Herndon of CEGR Law will work together regarding any revisions needed to the website.

SAFETY AND SECURITY UPDATE

Director Stadler noted that the safety and security program is running smoothly and therefore, did not have an update to provide.

Director Stadler then noted the City of Aurora (the “**City**”) announced that metropolitan districts are now allowed to plow snow and ice within the boundaries of their districts. Mr. Greher provided an update on the Snow and Ice Plan between the District and City, noting that the Plan was in effect as of December 18, 2023 and is awaiting signature by the City for signature and will be finalized soon.

DISTRICT MANAGEMENT REQUEST FOR PROPOSALS

The Request for Proposal process was discussed amongst the Board.

EXECUTIVE SESSION

The Board moved that the special meeting of the Board be temporarily adjourned and that the Board reconvene in Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding the Districts’ contractual obligations, potential new agreements with the Homeowners Association, and related matters. The Board temporarily left the regular meeting at 7:11 p.m. and reconvened in Executive Session.

The Board concluded the Executive Session and reconvened in regular session at 7:54 p.m.

ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

Director Palmer informed the public that the Board would like to hold an in-person community meeting to review the District Management Request for Proposals. Upon motion duly made, seconded and unanimously carried, the Board authorized Director Chan to host the community meeting to discuss and review the District Management Proposals with the community at a undetermined time and date, which information will be forthcoming.

OTHER MATTERS

None.

ADJOURNMENT

There being no other matters to come before the Board, the meeting was adjourned.

Respectively submitted,

Sarah H. Luetjen, Secretary for the meeting

APPROVED

Jeff Bergeon

Kevin Chan

Colette Palmer

Kevin Stadler

Pursuant to Section 24-6-402(2)(d.5)(I)(B), C.R.S., I hereby attest that I am the attorney of the District, that I was in attendance during the Executive Session of the Board of the District convened on January 9, 2024, and that the discussion during the Executive Session constituted a privileged attorney-client communication for which no record is required to be kept by law.

David A. Greher, General Counsel



Shareholders

Paul R. Cockrel
Evan D. Ela
Linda M. Glesne
David A. Greher
Matthew P. Ruhland

Associates

Joseph W. Norris
Madison D. Phillips
Dakota C. Spence-Zurek

Paralegals

Micki Mills
Sarah Luetjen

_____, 2024

City Clerk
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

**Re: Southshore Metropolitan District Nos. 1 and 2
Annual Report for the Calendar Year 2023**

Dear Clerk:

The following information and documents (attached as exhibits) are provided for calendar year 2023 pursuant to Section VI of the Consolidated Service Plan (the “**Service Plan**”) of the Southshore Metropolitan District No. 1 (“**District No. 1**”) and Southshore Metropolitan District No. 2 (“**District No. 2**” or “**SSMD**” and collectively, the “**Districts**”) approved by the City Council of the City of Aurora (the “**City**”) and filed with the District Court:

(a) **Boundary changes made or proposed.**

There were no boundary changes in 2023 and none are proposed.

(b) **Intergovernmental Agreements with other governmental entities entered into or proposed.**

- Intergovernmental Agreement by and between the City of Aurora and the Districts, dated February 11, 2003, setting forth various reporting and other obligations of the Districts to the City.
- Amended and Restated Intergovernmental Agreement by and between the Districts, dated May 11, 2007, setting forth terms and conditions upon which certain public improvements will be financed, funded, constructed, owned, operated and maintained.
- System Development Fee Agreement by and between the Districts and WL Homes LLC, d/b/a John Laing Homes, dated July 17, 2007 (no governmental entities other than the Districts).

- System Development Fee Agreement by and between the Districts and Village Homes of Colorado, Inc., dated January 31, 2008 (no governmental entities other than the Districts).
- Conveyance Agreement between the Districts, dated as of November 15, 2022.
- Intergovernmental Agreement and Snow and Ice Plan between the City and District No. 2 for Snow Removal and Plowing Operations, dated as of December 18, 2023.
- Snow and Ice Plan by and between District No. 2 and the City regarding Snow Removal and Plowing Operations, dated as of December 18, 2023.

(c) **Changes or proposed changes in the Districts' policies.**

There were no changes to the Districts' policies in 2023.

(d) **Changes or proposed changes in the Districts' operations.**

Attached as Exhibit A is the Order Dissolving Southshore Metropolitan District No. 1, which was effective as of December 6, 2023. The Dissolution was approved by City Council on May 8, 2023 by Resolution No. R2023-52, attached as Exhibit B. SSMD is the successor entity and will own and operate all of the facilities and provide all services and assume all obligations of District No. 1.

Attached as Exhibit C is the Order for Name Change, changing the name of Southshore Metropolitan District No. 2 to "Southshore Metropolitan District," which was effective as of December 15, 2023.

The Districts have been administering the disbursement of net proceeds of the \$12,780,000 Southshore Metropolitan District No. 2 General Obligation Limited Tax (Convertible to Unlimited Tax) Improvement Bonds, Series 2020A-2 and of the \$19,175,000 Southshore Metropolitan District No. 2 Subordinate Limited Tax General Obligation Refunding and Improvement Bonds, Series 2020B to fund construction of the Recreation Center and other park and recreation public improvements.

(e) **Any change in the financial status of the Districts including revenue projections, or operating costs.**

Attached as Exhibit D are the budgets of the Districts for fiscal year 2023.



(f) **A summary of any litigation which involves the Districts.**

None.

(g) **Proposed plans for the year immediately following the year summarized in the annual report.**

At the May 6, 2018 TABOR election, voters of SSMD authorized the issuance of debt to fund or reimburse the construction and acquisition of a park and recreation improvements, including a new recreation center. SSMD issued all but \$5,526,145 of the authorized debt in 2023. This has not changed.

(h) **Status of Districts' Public Improvement Construction Schedule.**

All Public Improvements in Phases 1 and 2 (Filings 1 thru 13 are complete and been accepted by the City of Aurora.

The Phase 3 Public Improvements in Filings 14 thru 17 are complete and have been initially accepted by the City of Aurora with warranties beginning to expire late in 2021.

The Public Improvements in Filing 18, which include a new recreation center and pool were complete by May of 2021.

The remaining Public Improvements in Filing 19 are expected to be complete by the end of 2023.

(i) **A list of all facilities and improvements constructed by the Districts that have been dedicated and accepted by Aurora.**

See attached Exhibit E.

(j) **Summary of current assessed valuation in the Districts.**

The 2023 assessed valuation of District No. 1 (now dissolved) was \$12,037. The 2023 assessed valuation of SSMD was \$75,658,875.

(k) **Summary required by the Districts' Service Plan.**

See attached Exhibit E.



Please feel free to contact me if you have any questions. Thank you.

Sincerely,

David A. Greher

Enclosures

cc: State Auditor
Arapahoe County Clerk and Recorder
Division of Local Government

DRAFT

EXHIBIT A TO 2023 ANNUAL REPORT

Order Dissolving Southshore Metropolitan District No. 1.

DRAFT

EXHIBIT B TO 2023 ANNUAL REPORT

**City of Aurora Resolution No. R2023-52 Consenting to the Dissolution of
Southshore Metropolitan District No. 1**

DRAFT

EXHIBIT C TO 2023 ANNUAL REPORT

**Order for Name Change, changing the name of Southshore Metropolitan District No. 2 to
"Southshore Metropolitan District"**

DRAFT

**EXHIBIT D TO 2023 ANNUAL REPORT
2023 Fiscal Year Budgets**

DRAFT

EXHIBIT E TO 2023 ANNUAL REPORT
Facilities and Improvements Constructed by the District

	Projected	Year-End Actual	Variance
Assessed value of taxable property within the Districts	\$97,447,764	\$75,658,875	\$21,788,889
Total acreage of property within the Districts	813	813	\$0
Districts' indebtedness:			
General Obligation	\$23,569,000	\$58,700,000	(\$35,131,000)
Other	\$0	\$0	\$0
Districts' debt service:			
General Obligation	\$2,926,500	\$2,967,727	(\$41,227)
Other	\$0	\$0	\$0
Districts' tax revenue	\$3,707,601	\$3,498,028	\$209,573
Other revenues of the Districts	\$34,456	\$729,138	(\$694,682)
Public improvements expenditures	\$0	\$1,058,340	(\$1,058,340)
Other District expenditures	\$749,010	\$420,000	\$329,010

SOUTHSHORE METROPOLITAN DISTRICT COMMITTEE MEMBERS

Finance Committee

Christopher Koch

Tamara Fuller Rook

Allison Reese Van Allen

Facilities Committee

Margherita Ryan

Carol Kopecky

Chris Handley

Landscaping Committee

Barbara J Moor League

Mukesh Gandhi

Scott Bradley Finn

Subject to Approval

Southshore Metropolitan District No. 2
Financial Statements

December 31, 2023

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Southshore Metropolitan District No. 2

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District No. 2, as of and for the period ended December 31, 2023, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Southshore Metropolitan District No. 2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

February 6, 2024
Englewood, Colorado

Southshore Metropolitan District No. 2
Balance Sheet - Governmental Funds and Account Groups
December 31, 2023

See Accountant's Compilation Report

	General <u>Fund</u>	Debt Service <u>Fund</u>	Capital Projects <u>Fund</u>	Account <u>Groups</u>	Total <u>All Funds</u>
Assets:					
Current assets					
Cash and investments	\$ 1,794,738	\$ -	\$ -	\$ -	\$ 1,794,738
Cash and investments - restricted	-	4,280,409	684	-	4,281,093
Cash with county treasurer	19,142	-	-	-	19,142
Accounts receivable - development fees	-	2,500	-	-	2,500
Taxes receivable	5,005,048	1,873,038	-	-	6,878,086
Prepaid expenses	2,076	-	-	-	2,076
	<u>6,821,004</u>	<u>6,155,947</u>	<u>684</u>	<u>-</u>	<u>12,977,635</u>
Other assets					
Capital improvements	-	-	-	-	-
Amount available in debt service fund	-	-	-	4,282,909	4,282,909
Amount to be provided for retirement of debt	-	-	-	53,247,091	53,247,091
	<u>-</u>	<u>-</u>	<u>-</u>	<u>57,530,000</u>	<u>57,530,000</u>
	<u>\$ 6,821,004</u>	<u>\$ 6,155,947</u>	<u>\$ 684</u>	<u>\$ 57,530,000</u>	<u>\$ 70,507,635</u>
Liabilities:					
Current liabilities					
Accounts payable	\$ 72,501	\$ -	\$ -	\$ -	\$ 72,501
	<u>72,501</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>72,501</u>
Bonds Payable - Series 2020A-1	-	-	-	25,575,000	25,575,000
Bonds Payable - Series 2020A-2	-	-	-	12,780,000	12,780,000
Bonds Payable - Series 2020B	-	-	-	19,175,000	19,175,000
Total liabilities	<u>72,501</u>	<u>-</u>	<u>-</u>	<u>57,530,000</u>	<u>57,602,501</u>
Deferred Inflows of Resources:					
Deferred property taxes	<u>5,005,048</u>	<u>1,873,038</u>	<u>-</u>	<u>-</u>	<u>6,878,086</u>
Total Deferred Inflows of Resources	<u>5,005,048</u>	<u>1,873,038</u>	<u>-</u>	<u>-</u>	<u>6,878,086</u>
Fund Equity:					
Investment in capital improvements	-	-	-	-	-
Fund balance:					
Nonspendable:					
Prepays	2,076	-	-	-	2,076
Restricted:					
Emergencies	145,523	-	-	-	145,523
Debt service	-	4,282,909	-	-	4,282,909
Capital projects	-	-	684	-	684
Unrestricted	<u>1,595,856</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,595,856</u>
	<u>1,743,455</u>	<u>4,282,909</u>	<u>684</u>	<u>-</u>	<u>6,027,048</u>
	<u>\$ 6,821,004</u>	<u>\$ 6,155,947</u>	<u>\$ 684</u>	<u>\$ 57,530,000</u>	<u>\$ 70,507,635</u>

Southshore Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2023
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ 2,619,764	\$ 2,597,563	\$ (22,201)
Specific ownership taxes	269,366	295,599	26,233
Miscellaneous income	-	280	280
Interest income	<u>3,500</u>	<u>86,279</u>	<u>82,779</u>
	<u>2,892,630</u>	<u>2,979,721</u>	<u>87,091</u>
Expenditures			
Accounting & audit	-	7,347	(7,347)
Engineering	-	10,140	(10,140)
Insurance	-	-	-
Legal	-	50,462	(50,462)
Election expenses	-	-	-
Irrigation water & electric	-	3,209	(3,209)
Landscape maintenance	-	13,280	(13,280)
Repairs and maintenance / fencing	-	57,177	(57,177)
Security services	-	20,325	(20,325)
Stormwater management	-	18,248	(18,248)
Pump system monitoring	-	-	-
Underdrain management	-	55,259	(55,259)
Miscellaneous expense	100	893	(793)
Treasurer fees	39,296	38,984	312
Transfer to District #1	3,095,336	1,293,981	1,801,355
Emergency reserve	<u>1,164</u>	<u>-</u>	<u>1,164</u>
	<u>3,135,896</u>	<u>1,569,305</u>	<u>1,566,591</u>
Excess (deficiency) of revenues over expenditures	(243,266)	1,410,416	1,653,682
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>3,280</u>	<u>3,280</u>
Total other financing sources (uses)	<u>-</u>	<u>3,280</u>	<u>3,280</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(243,266)	1,413,696	1,656,962
Fund balance - beginning	<u>243,266</u>	<u>329,759</u>	<u>86,493</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 1,743,455</u>	<u>\$ 1,743,455</u>

Southshore Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2023
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual</u> <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 1,891,472	\$ 1,875,698	\$ (15,774)
System development fees	62,500	262,500	200,000
Interest income	<u>10,000</u>	<u>293,815</u>	<u>283,815</u>
	<u>1,963,972</u>	<u>2,432,013</u>	<u>468,041</u>
Expenditures			
Bond principal - 2020 A-1	1,170,000	1,170,000	-
Bond interest - 2020 A-1	585,716	585,716	-
Bond interest - 2020 A-2	511,200	511,200	-
Bond interest - 2020 B	777,850	777,850	-
Treasurer's fee	28,681	28,150	531
Trustee / paying agent fees	<u>10,000</u>	<u>7,000</u>	<u>3,000</u>
	<u>3,083,447</u>	<u>3,079,916</u>	<u>3,531</u>
Excess (deficiency) of revenues over expenditures	(1,119,475)	(647,903)	471,572
Fund balance - beginning	<u>4,803,203</u>	<u>4,930,812</u>	<u>127,609</u>
Fund balance - ending	<u>\$ 3,683,728</u>	<u>\$ 4,282,909</u>	<u>\$ 599,181</u>

Southshore Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2023
Capital Projects Fund

See Accountant's Compilation Report

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest	\$ -	\$ 55	\$ 55
	<u>-</u>	<u>55</u>	<u>55</u>
Expenditures			
Transfer to District 1	<u>720</u>	<u>-</u>	<u>720</u>
	<u>720</u>	<u>-</u>	<u>720</u>
Excess (deficiency) of revenues over expenditures	(720)	55	775
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>(3,280)</u>	<u>(3,280)</u>	<u>-</u>
Total other financing sources (uses)	<u>(3,280)</u>	<u>(3,280)</u>	<u>-</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(4,000)	(3,225)	775
Fund balance - beginning	<u>4,000</u>	<u>3,909</u>	<u>(91)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 684</u>	<u>\$ 684</u>

Southshore Metropolitan District
 Claims to be approved - 2.13.2023 Meeting

Vendor Name	Invoice #	Invoice Date	Description	Amount
CMS Environmental Solutions, LLC	164303	2/1/2024	01 Inspection F14 Trail	\$ 625.00
Co Spec Dist Prop & Liab Pool	24PL-60600-1107	2/2/2024	2024 Liability Insurance	105,688.00
Cockrel Ela Glesne Greher & Ruhland	8004-004m	1/31/2024	01 Legal	19,941.25
Earnweald Consulting Services, LLC	ssmd-2024-55	1/31/2024	01 District Engineer	1,260.00
J. R. Engineering, LLC	83588	12/31/2023	12 Sports Complex	4,155.49
Karat Production Services	01242024	1/24/2024	01 Letter mailing	1,167.45
QP Services	Pay App 1	8/15/2023	2023 Underdrain Maintenance Improvements	(1,241.92)
QP Services	Pay App 1	8/15/2023	2023 Underdrain Maintenance Improvements	24,838.44
QP Services	Pay App 2	1/22/2024	2023 Underdrain Maintenance Improvements - Retainage Rel.	1,241.92
RCD Construction, Inc.	Pay App 1	2/3/2024	Southshore Pond Restoration	195,015.31
Simmons & Wheeler, P.C.	37136	12/31/2023	12 Accounting	4,349.21
SOLitude Lake Management	Pay App 2	1/19/2024	Stormwater Maintenance	17,707.96
				<u>\$ 374,748.11</u>

POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (the "Agreement") is made by and between Front Range Recreation ("FRR"), a Colorado corporation, and the Southshore Metropolitan district (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter referred to collectively as the "Parties":

RECITALS

WHEREAS, the District is a nonprofit corporation comprised of individual owners who own Units at the Common Interest Community administered and managed by the District, as defined in C.R.S. Section 38-33.3-101 et seq., and is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the District has constructed certain recreational facilities, including swimming pools and children's wading pools located at 27151 E Lakeview Drive and 27301 E Southshore Drive in Aurora, Colorado; and wishes to operate these recreational facilities economically and to provide a high level of safety, security, and quality of service for users of its recreational facilities; and

WHEREAS, the District's swimming facilities governed by this Agreement shall include the swimming pool(s) located on the premises, any wader pool, spray park, hot tub or spa, and the surrounding deck areas collectively referred to as the "Pool"; and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the District's swimming pool facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

ARTICLE I RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards. Additional charges will apply should the facility need to be ready before the season commencement in section 2.03.

1.01.2 Advise the District of any circumstances or conditions which require attention and direction

by the District, and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation and District approved events.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities, and advise the District of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. The Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.7 FRR may make available to the Pool residents private or group swimming lessons as agreed to by the Parties. Group swimming lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by FRR to the Pool residents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the District. The District is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after-hours pool parties. Lifeguard rates will be provided prior to May 1st of each calendar year. Fees are to be paid directly by the pool party sponsor, not the District. Lifeguards for private parties must be employees of FRR. All after-hours parties must have one (1) lifeguard for every 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after-hours parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance.

1.01.10 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and

inspect pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Pool. The District agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.01.11 Provide, at conclusion of season and facility winterizing procedures, a closing report and inventory report. Monthly reports during the operational season will be provided upon request.

1.02 The District agrees to purchase through FRR all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the District on a reimbursement basis to FRR. The District further agrees to provide oversight and direction for the operation of the Pool through an District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for repair is charged a \$45.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without prior authorization from the District. FRR reserves the right to adjust the labor rate and/or delivery fees, institute force majeure or fuel surcharges due to events or effects that are not known and cannot be reasonably anticipated or controlled upon the signing of this agreement.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the pool season. Additional fees will apply if this service is requested to be completed by FRR during the pool winterization process.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 1st of each calendar year. The District shall provide two (2) full set of keys for access to pool area and equipment at the signing of this Agreement.

ARTICLE II STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District upon request.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate

services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned during hours indicated in section 2.03. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist of:

Lighthouse:

2024 Dates	Days	Lifeguards	Hours
5/25 – 8/11	Mon-Fri	1	6:00 A.M. – 10:00 A.M.
			*Excludes 5/27 & 7/4
		5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 12:00 P.M.
		7	12:00 P.M. - 6:00 P.M.
		6	6:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
	Sat & Sun	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 12:00 P.M.
		7	12:00 P.M. - 2:00 P.M.
		8	2:00 P.M. - 4:00 P.M.
		7	4:00 P.M. - 6:00 P.M.
		6	6:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
8/12 – 8/30	Mon-Fri	5	4:00 P.M. - 8:00 P.M.
	Sat & Sun	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
		5	10:00 A.M. -11:00 A.M.
8/31-9/2	Sat, Sun, Mon	6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
		5	10:00 A.M. -11:00 A.M.
9/3-9/15	Mon-Thur		Maintenance Only
	Fri	5	4:00 P.M. – 7:00 P.M.
	Sat, Sun	5	11:00 A.M. – 7:00 P.M.
2025 Dates	Days	Lifeguards	Hours
5/24 – 8/10	Mon-Fri	1	6:00 A.M. – 10:00 A.M.
			*Excludes 5/27 & 7/4
		5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 12:00 P.M.
		7	12:00 P.M. - 6:00 P.M.
		6	6:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
	Sat & Sun	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 12:00 P.M.
		7	12:00 P.M. - 2:00 P.M.

		8	2:00 P.M. - 4:00 P.M.
		7	4:00 P.M. - 6:00 P.M.
		6	6:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
8/11 – 8/29	Mon-Fri	5	4:00 P.M. - 8:00 P.M.
	Sat & Sun	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
8/30-9/1	Sat, Sun, Mon	5	7:00 P.M. - 8:00 P.M.
		5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
9/2-9/14	Mon-Thur		Maintenance Only
	Fri	5	4:00 P.M. – 7:00 P.M.
	Sat, Sun	5	11:00 A.M. – 7:00 P.M.

*8/11 adjusted to coincide with CCSD school calendar. Additional charges may apply.

<u>2026 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>	
5/23 – 8/9	Mon-Fri	1	6:00 A.M. – 10:00 A.M.	
			*Excludes 5/27 & 7/4	
		5	10:00 A.M. -11:00 A.M.	
		6	11:00 A.M. - 12:00 P.M.	
		7	12:00 P.M. - 6:00 P.M.	
		6	6:00 P.M. - 7:00 P.M.	
		5	7:00 P.M. - 8:00 P.M.	
		Sat & Sun	5	10:00 A.M. -11:00 A.M.
			6	11:00 A.M. - 12:00 P.M.
			7	12:00 P.M. - 2:00 P.M.
			8	2:00 P.M. - 4:00 P.M.
			7	4:00 P.M. - 6:00 P.M.
			6	6:00 P.M. - 7:00 P.M.
			5	7:00 P.M. - 8:00 P.M.
8/10 – 9/4	Mon-Fri	5	4:00 P.M. - 8:00 P.M.	
	Sat & Sun	5	10:00 A.M. -11:00 A.M.	
		6	11:00 A.M. - 1:00 P.M.	
		7	1:00 P.M. - 5:00 P.M.	
		6	5:00 P.M. - 7:00 P.M.	
9/5-9/7	Sat, Sun, Mon	5	7:00 P.M. - 8:00 P.M.	
		5	10:00 A.M. -11:00 A.M.	
		6	11:00 A.M. - 1:00 P.M.	
		7	1:00 P.M. - 5:00 P.M.	
		6	5:00 P.M. - 7:00 P.M.	
		5	7:00 P.M. - 8:00 P.M.	
9/8-9/13	Mon-Thur		Maintenance Only	
	Fri	5	4:00 P.M. – 7:00 P.M.	
	Sat, Sun	5	11:00 A.M. – 7:00 P.M.	

*8/10 adjusted to coincide with CCSD school calendar. Additional charges may apply
 *Season in 1 week longer than normal due to holiday weekend dates

Lakehouse:

<u>2024 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>
5/25 – 8/11	7 days	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
8/12 – 8/30	Mon-Fri	2	4:00 P.M. - 8:00 P.M.
	Sat & Sun	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
		2	4:00 P.M. - 8:00 P.M.
8/31-9/2	Sat, Sun, Mon	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.

<u>2025 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>
5/24 – 8/10	7 days	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
8/11 – 8/29	Mon-Fri	2	4:00 P.M. - 8:00 P.M.
	Sat & Sun	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
		2	4:00 P.M. - 8:00 P.M.
8/30-9/1	Sat, Sun, Mon	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.

*8/11 adjusted to coincide with CCSD school calendar. Additional charges may apply.

<u>2026 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>
5/23 – 8/9	7 days	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
8/10 – 9/4	Mon-Fri	2	4:00 P.M. - 8:00 P.M.
	Sat & Sun	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
		2	4:00 P.M. - 8:00 P.M.
9/5-9/7	Sat, Sun, Mon	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.

4	1:00 P.M. - 5:00 P.M.
3	5:00 P.M. - 7:00 P.M.
2	7:00 P.M. - 8:00 P.M.

*8/10 adjusted to coincide with CCS D school calendar. Additional charges may apply
 *Season in 1 week longer than normal due to holiday weekend dates

Boathouse:

2024 Dates	Days	# of Staff	Times
5/25-9/1	Sat & Sun	1	11:00 A.M. – 6:00 P.M.
5/27, 9/2	Mon	1	11:00 A.M. – 6:00 P.M.
7/4	Thur	1	11:00 A.M. – 4:00 P.M.

2025 Dates	Days	# of Staff	Times
5/24-8/31	Sat & Sun	1	11:00 A.M. – 6:00 P.M.
5/26, 9/1	Mon	1	11:00 A.M. – 6:00 P.M.
7/4	Fri	1	11:00 A.M. – 4:00 P.M.

2026 Dates	Days	# of Staff	Times
5/23-9/7	Sat & Sun	1	11:00 A.M. – 6:00 P.M.
5/24, 9/7	Mon	1	11:00 A.M. – 6:00 P.M.
7/4	Sat	1	11:00 A.M. – 4:00 P.M.

2.04 It is FRR’s policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the District per section 3.02.

2.05 Lifeguards are responsible for monitoring resident check-in. Should the district want a gate attendant during all hours of operation, less 6:00 A.M. – 10:00 A.M. Monday through Friday at Lighthouse, the addition to the contract would be as follows:

	2024	2025	2026
Lakehouse	\$27,150.00	\$28,130.00	\$29,100.00
Lighthouse	\$28,225.00	\$29,230.00	\$30,240.00

Payments would be divided evenly among payments 3, 4, and 5 of the compensation schedule in section 3.01.

2.06 During the period of 8/12/24 - 9/13/24, 8/11/25 – 9/12/25, and 8/10/26 - 9/18/26 in section 2.03, no lifeguard will be on duty weekdays will be posted during times that are applicable. FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK which will be placed at the sign in station for your pool and near the lifeguard stand which will be visible from the pool. FRR will ensure that the facility is open to patrons at the regular pool open hours and access to the facility will be monitored by your pool’s access system. If there is not an operational access system in place, the pool will remain closed until the hours indicated in section 2.03.

2.07 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee’s termination.

ARTICLE III
COMPENSATION

3.01 The District shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the first day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

Payment Number	2024 Date	Percentage	Amount
1	April 2024	5%	\$14,600.00
2	May 2024	20%	\$58,400.00
3	June 2024	20%	\$58,400.00
4	July 2024	20%	\$58,400.00
5	August 2024	20%	\$58,400.00
6	September 2024	10%	\$29,200.00
7	October 2024	5%	<u>\$14,600.00</u>
Total			\$292,000.00

Payment Number	2025 Date	Percentage	Amount
1	April 2025	5%	\$15,375.00
2	May 2025	20%	\$61,500.00
3	June 2025	20%	\$61,500.00
4	July 2025	20%	\$61,500.00
5	August 2025	20%	\$61,500.00
6	September 2025	10%	\$30,750.00
7	October 2025	5%	<u>\$15,375.00</u>
Total			\$307,500.00

Payment Number	2026 Date	Percentage	Amount
1	April 2026	5%	\$16,512.50
2	May 2026	20%	\$66,050.00
3	June 2026	20%	\$66,050.00
4	July 2026	20%	\$66,050.00
5	August 2026	20%	\$66,050.00
6	September 2026	10%	\$33,025.00
7	October 2026	5%	<u>\$16,512.50</u>
Total			\$330,250.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$28.00 per lifeguard hour in 2024, \$29.00 per lifeguard hour in 2025, and \$30.00 per lifeguard hour in 2026.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily

maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Pool and facilities.

ARTICLE IV
DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR's assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the pool usage, FRR reserves the right to bring additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Pool season may be extended for up to 1 week beyond the dates listed in section 2.03. Contact FRR at least six (6) weeks prior for availability and pricing.

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees. In the case of lightning within a 10-mile radius, the pool will close for 30 minutes from the of the last lightning strike. Every subsequent lightning strike within the 10-mile radius will restart the 30-minute clock. The pool will reopen when the lifeguards on duty deem it safe to return to the water. On days when weather does not meet the minimum air temperature, FRR will keep one lifeguard at the pool. If the weather is still unsuitable for swimming at 6:00 p.m. or if is determined the weather forecast for the day will prevent the opening of the pool, the pool will be closed for the day.

4.05 FRR will utilize the Centers for Disease Control's (CDC) Fecal Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the District's facility being suspended for a period of two to twenty-four hours depending on the nature of the accident.

4.06 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

ARTICLE V
UNDOCUMENTED WORKERS

5.01 FRR shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an undocumented worker to perform work under this Agreement. Execution of this Agreement by FRR shall constitute a certification by FRR that it does not knowingly employ or contract with an undocumented worker.

5.02 FRR shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an undocumented worker to perform work under this Agreement. If FRR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented worker FRR shall terminate said employee and report to the Department of Labor and Employment ("Department") and comply with reasonable requests made in the course of an investigation by the Department.

ARTICLE VI
INSURANCE

6.01 Insurance. The Parties shall maintain insurance as follows:

6.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Pool, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section 6.01.1.

6.01.2 The District. The District shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the District shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 6.01.2.

6.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the District.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed until October 30, 2026.

7.02 Multiple Year Contract. The parties anticipate this Agreement to last 3 seasons, however either party may terminate this Agreement on 30 days written notice prior to the second and third seasons by March 1st of each calendar year.

7.03 Contract Price Adjustments. If the Colorado minimum wage increases more than five percent (5%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expires, the contract amount will be increased one percent for each percent of the minimum wage increase over five percent. FRR reserves the right ninety (90) days prior to the start of seasons to increase its applicable fees by up to 15% to reflect the changes in rates paid to its employees and other cost increases not known upon the signing of this agreement.

7.04 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

7.05 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

7.06 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

7.07 Binding Effect. The covenants, obligations, terms, conditions and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

7.08 Assignment. Neither this Agreement, nor any of the rights, obligations, duties or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

7.09 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

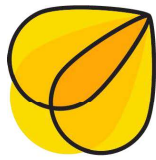
By: 
President

Dated this: 12/11/23

SOUTHSHORE METROPOLITAN DISTRICT

By: _____
President

Dated this: _____



HIGHSTREET

TCW Risk Management

AGENCY SERVICES AGREEMENT

District Name:

TCW Risk Management ("the Agency") agrees to act as Insurance Agent, representing its multiple resources, for the above-named District. The agent's services for property and liability shall include the following:

1. Review the District's coverage needs, budgets and future plans with the District's Project Manager and, if requested, the District's Board or the Board's designated representative.
2. Review property coverage including physical inspection of the District's property locations (if requested), if the District has real and/or personal property it wishes to insure.
3. Prepare and submit applications to the Colorado Special Districts Property and Liability Pool and at the request of District other standard carriers.
4. Present all quotations on a "net of commission" basis (no commissions in the price) if total annual premiums are less than \$6,000. If over \$6,000, quotes will include commission and no fee will be charged.
5. Prepare separate billings – one for quoted net premiums and one for the services of the Agency.
6. Provide claim services including but not limited to: taking initial calls or reports of claims from Districts Representative or claimants; reporting claims to the districts insurance company; providing insurance related counsel and advice during the claim process to the District and its Representatives; fielding calls from claimants; directing insurance company adjustors to District Representatives.
7. Provide ancillary services on an as-needed basis, including, but not limited to contract language review for insurance purposes (only) or aid in negotiating required insurance terms with entities either requiring insurance of the District or required to have insurance by the District.



FEES

If the total annual premiums of the below policies purchased by the district through the Agency are less than \$6,000, then the Agency shall charge the following fees in lieu of commissions:

\$595.00 annual fee: Liability, Public Officials Liability, Automobile Liability.

\$280.00 annual fee: Additional if property coverage is required.

\$200.00 annual fee: Inactive District Liability.

****Fees are invoiced annually and subject to normal increases.***

Please acknowledge your agreement with the terms herein by signing below. The obligation for payment of the above fees shall be the responsibility of the District signing below.

Signature

Name of Person Signing – Printed or Typed

Name of Organization represented by
above signor – Printed or Typed

Date



CHANGE ORDER

Southshore Metropolitan District #2

CHANGE ORDER NO. 1

DATED: January 22, 2024

CONTRACT FOR: Southshore 2023 Underdrain Maintenance Improvements

OWNER: Southshore Metro District No. 2

CONTRACTOR: QP Services

AGREEMENT DATE: June 6, 2023

The following changes are hereby made to the Contract Documents:

Justification:

QP Services completed the work they could accomplish for the 2023 underdrain maintenance which included the following:

- Filing 2 – Videoed 100 feet.
- Filing 3 – Videoed 524 feet. Located 7 cleanouts.
- Filing 4 – Videoed 736 feet. Located 8 cleanouts.
- Filing 5 – Videoed 14 feet. Located 2 cleanouts.

The remaining budget will be removed from the 2023 UD contract.

Adjustment to Contract Price:

Original Contract Price	<u>\$205,867.88</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>(\$181,029.44)</u>
Current Contract Price Including this Change Order	<u>\$24,838.44</u>

Contract Time:

Original Contract Completion Date:	<u>December 31, 2023</u>
Change in Contract Completion Date Due to this Change Order:	<u>N/A</u>
New Contract Completion Date:	<u>N/A</u>

SOUTHSHORE METROPOLITAN
DISTRICT NO. 2

QP SERVICES

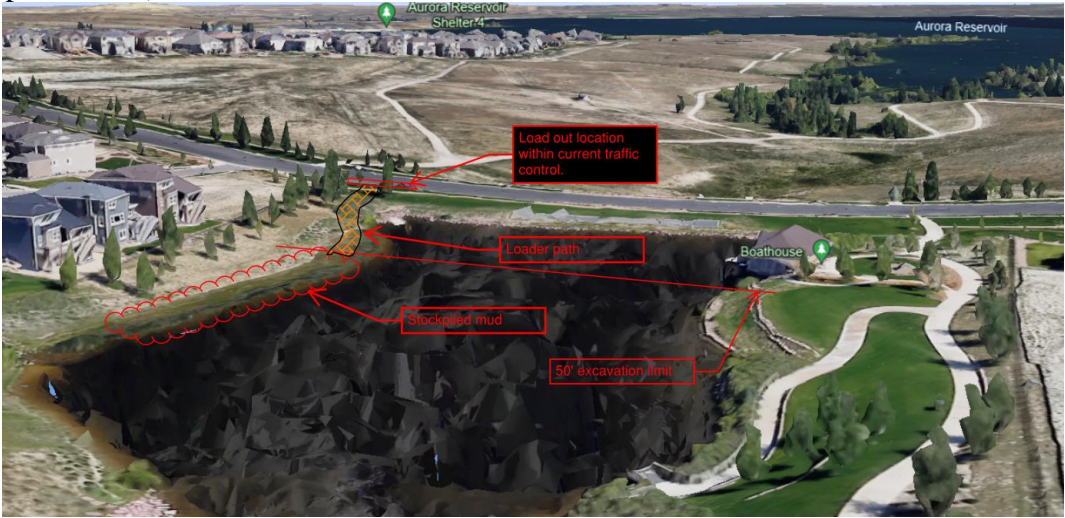
Board Representative

Project Manager

SSMD #2 2023 POND RESTORATION CONSTRUCTION UPDATE

Report Period: December 21, 2023 through January 26, 2024

RCD Construction was able to begin working on the Filing 1 irrigation pond on 12/21/23 once COA permits were obtained and COA approved of RCD's construction means & methods (see overall plan below).



RCD pumped water out of the pond for 4 weeks to get it down to a working level so they could begin dredging. RCD was required to capture the sediment through 2 settlement tanks and a silt bag at the outlet pipe before the water was discharged into the storm system, and set up and maintain appropriate BMP measures including street sweeping. This dewatering was supposed to be done before RCD started and was not part of the original scope.



RCD was able to start dredging out muck on 1/15 while still continuing to pump water out of the pond. RCD was required to stay 50 feet away from the existing dam on the north edge of the pond. RCD has removed and hauled off 1,386 CY of muck as of 1/25/24. Remaining work is estimated to be completed by 2/9/24 and another week past that for erosion stabilization. Once RCD is complete with the irrigation pond dredging, they will move over to Filing 14 Pond C to work on the sediment removal for that pond.



Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid
\$444,236.40	\$ 0	\$0	\$444,236.40	\$195,015.31

*Note: dewatering cost will be additional, but may still be within overall budget. Dewatering cost were \$51,611.53.

DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER
DAM SAFETY BRANCH
1313 Sherman Street, Room 818
Denver, Colorado 80203

OFFICE USE ONLY

NAME OF DAM _____, WATER DIV _____, DAMID _____, C- _____
DATE RECEIVED _____ APP. COMPLETE? YES NO , DATE RETURNED _____

APPLICATION FOR REVIEW OF PLANS AND SPECIFICATIONS FOR THE ALTERATION,
MODIFICATION, OR REPAIR OF A DAM AND RESERVOIR

Applications must be computer generated online, typewritten, or printed in black or blue ink.
Original or electronic signature required.

CHECK ONE: Alteration Modification Repair
(SEE C.R.S. 37-87-101, et al., and Rules & Regulations for Dam Safety and Dam Construction)

I, Southshore Metropolitan District No. 2, owner, hereby accept and approve the
(Name of Owner)
enclosed plans and specifications for submittal to the State Engineer in accordance with § 37-87-105, C.R.S.

SIGN HERE

12/22/23

SIGN

(Signature of Owner/Agent)

(Date)

Address: 44 Cook St, Ste 620 Denver CO 80206-5934
Street or P.O. Box City State Zip Code

Phone Number: (303) 748-2083 Email (mandatory): kstadler@southshoremetro.org

SIGN HERE

SIGN HERE

Owner Code:(CHECK ONE): Federal State Local Government Utility Private

NAME OF DAM (ON FILE WITH THE STATE ENG): SOUTHSHORE SENAC CREEK 1

Also known as: N/A

RESERVOIR NAME: Southshore/Senac Creek 1

STATE ENGINEER'S FILE NO. C-nnnnx: _____ (if known) DAMID: 020648 (if known)

Location: County Arapahoe Section 21 Township 5 F S Range 65 W Principle Meridian 6th
Latitude 39.600009 Longitude: -104.670015

OR

Utilizing GPS (UTM format, Datum must set to NAD83):

Zone 12 or Zone 13 Northing: 14379684.21 m, Easting 1731831.56 m

Stream Name: Senac Creek, Tributary to: Coal Creek

Description of Work: Maintenance work. Applicant proposes to remove approximately 3740 Cu Yds of accumulated sediment from the reservoir without changing the original contours or reservoir capacity. There will be no alteration of the dam, and no excavation within 50 feet of the toe of the dam.



(add additional sheet as page 3 if necessary)

Work will result in No change of reservoir capacity.

(No Change or Decrease)

Southshore Pond

Legend

-  Aurora Reservoir Trail Access
-  Boathouse

valve with discharge to outfall pipe and attached silt bag

Inlet Protection

Aurora Reservoir Trail Access

E Southshore Pkwy

S Quantock Way

No Excavation

Lane Closure














Mud Mat

Existing Berm

Boathouse

Legend

Description

	Berm
	Construction Fence
	Contractor Parking
	Discharge Hose
	Dumpster
	Floating 6" Pump
	Generator
	Hydrovac
	Lane Closure
	Mud Mat
	Settlement Tank
	Toilet
	Water Truck





CHANGE ORDER

Southshore Metropolitan District #2

CHANGE ORDER NO. 1

DATED: January 29, 2024

CONTRACT FOR: 2023 Pond Restoration

OWNER: Southshore Metropolitan District #2

CONTRACTOR: RCD Construction, Inc. AGREEMENT DATE: November 17, 2023

The following changes are hereby made to the Contract Documents:

Justification:

- Due to hold ups in permitting and state application for work within dam limits, 59 days have been added to the contract.
- FCN #1 - The irrigation pond was pumped by others to Pond C, but there was more water in the irrigation pond than what Pond C could hold. RCD will need to pump the remaining water out of the pond to get it down to a working level. **Total: \$51,611.53**
- Due to comments by the City of Aurora and a previously unknown dam, RCD was not able to use their original plans the paths for the dozer and excavator. RCD was required to stay 50' away from the existing dam on the north side of the pond so their equipment path changed and the disturbance will require stabilization with erosion control blankets. **Total (estimated): \$15,000.00**

Adjustment to Contract Price:

Original Contract Price	<u>\$444,236.40</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>\$66,611.53</u>
Current Contract Price Including this Change Order	<u>\$510,847.93</u>

Contract Time:

Original Contract Completion Date:	<u>December 31, 2023</u>
Change in Contract Completion Date Due to this Change Order:	<u>59 Days</u>
New Contract Completion Date:	<u>February 28, 2024</u>

Southshore Metropolitan District #2 certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

SOUTHSHORE METROPOLITAN
DISTRICT #2

RCD CONSTRUCTION, INC.

District Board Representative

Project Manager

FIELD CHANGE NOTIFICATION

PROJECT:
SOUTHSHORE METRO DISTRICT #2
2023 POND RESTORATION

PROJECT NO.
15730.20

FIELD CHANGE NO.
1

PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to provide direction for RCD Construction on work required for irrigation pond restoration. The Request for Proposals sent out to the bidders said “There is a pump station located in the northeast corner of the pond. We believe the pond can be drained by utilizing the pumps.” The irrigation pond was pumped by others to Pond C, but there was more water in the irrigation pond than what Pond C could hold. RCD will need to pump the remaining water out of the pond to get it down to a working level. RCD will be required to capture the sediment through 2 settlement tanks and a silt bag at the outlet pipe before the water is discharged into the storm system, set up and maintain appropriate BMP measures including street sweeping, and make reasonable efforts to protect the fish in the pond. Attached to this FCN is a method statement provided by RCD for dewatering. The following are the general descriptions of changes that have occurred to the Bid Schedule. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN’s shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2023 Pond Restoration					
	Dewater Pond	1	LS	\$ 51,611.53	\$ 51,611.53
TOTAL FOR THIS FCN					\$ 51,611.53

- FIELD CHANGE REQUEST (FCR No.) _____
 - REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
 - DISPOSITION OF NONCONFORMING ITEM
 - CHANGES IN REGULATORY/OTHER REQUIREMENTS
 - OTHER
- PER DESCRIPTION LISTED ABOVE

- EXHIBITS ATTACHED** NO YES, IF YES, CHECK APPLICABLES BOXES
- COPIES OF MARKED-UP AREA(S) OF DRAWING(S)
 - FIELD CHANGE REQUEST FOR (FCR NO. _____)
 - OTHER (Describe) Dewatering Method Statement & Map, Pump Rental Quote, Dewatering Notes, RCD FCN costs

COMMENTS SCHEDULE ERECTED/PLACEMENT DATE(S) _____

ORIGINATOR: **JR ENGINEERING** DATE 11/27/2023

DISTRIBUTION (Check as applicable)

- JR ENGINEERING: Aaron Clutter/Rocky Cams/Michele Tom
- RCD CONSTRUCTION INC.: Ryan Domson/Jeff Herrington/Brandon Collette

JR ENGINEERING *Michele Tom*

Engineer 1/26/24
Date

Dewatering Method Statement

Project Name: Southshore Ponds

Location: Aurora, CO

Date: 11/21/2023

1. **Objective:** The objective of this dewatering activity is to lower the water level in the pond using a 6" floating pump in series with two settlement tanks. The discharge will be directed either to an outfall pipe or an overflow structure, with provisions for sediment removal using a hydrovac.
2. **Tentative Start Date:** The dewatering activities are tentatively scheduled to commence on December 11, 2023, contingent upon the successful approval of the necessary permits by the appropriate authorities.

3. **Equipment and Materials:**

- 6" Floating Pump
- 3" Pump
- Two Settlement Tanks
- Hydrovac
- Discharge Hoses
- Valves and Fittings
- Tee
- Safety Equipment (PPE)

4. **Procedure:**

a. **Site Preparation:**

- Ensure all necessary permits and approvals for dewatering are in place.
- Identify and mark the location for pump installation, settlement tanks, outfall pipe, and overflow structure.
- Clear the area of any obstacles and debris that may interfere with the dewatering process.

b. **Installation of Pump and Settlement Tanks:**

- Place the 6" floating pump in the designated area of the pond.
- Connect the pump to the first settlement tank using the appropriate discharge hoses and fittings.
- Connect the first settlement tank to the second settlement tank in series.

- Install the tee with dedicated valves to allow for the option of directing the discharge to either the outfall pipe or overflow structure.

c. Sediment Management:

- Set up the hydrovac in a convenient location for sediment removal.
- Monitor sediment levels in the settlement tanks regularly.
- When sediment accumulates, use the hydrovac to remove the sediment.
- Ensure proper disposal of the sediment in accordance with environmental regulations.

d. Discharge Operation:

- Open the necessary valves to allow water to flow through the series-connected settlement tanks.
- Adjust the discharge rate as needed to achieve the desired dewatering rate.
- Periodically inspect the discharge point to ensure proper water flow and prevent erosion.

e. Emergency Procedures:

- Establish emergency procedures in case of equipment failure, unexpected rise in water levels, or other unforeseen circumstances.
- Ensure all personnel are aware of emergency protocols, and have access to necessary safety equipment.

f. Completion:

- Once the desired water level is achieved, gradually reduce the discharge rate.
- Disconnect and remove the pumping equipment and settlement tanks.
- Conduct a final inspection of the site to ensure all equipment and materials are removed, and the area is restored to its original condition.

5. Safety Precautions:

- All personnel involved in the dewatering process must wear appropriate PPE.
- Follow safety guidelines and protocols throughout the operation.
- Have a designated safety officer on-site to monitor and address safety concerns.

This method statement is subject to review and approval by the project manager and relevant authorities before implementation.

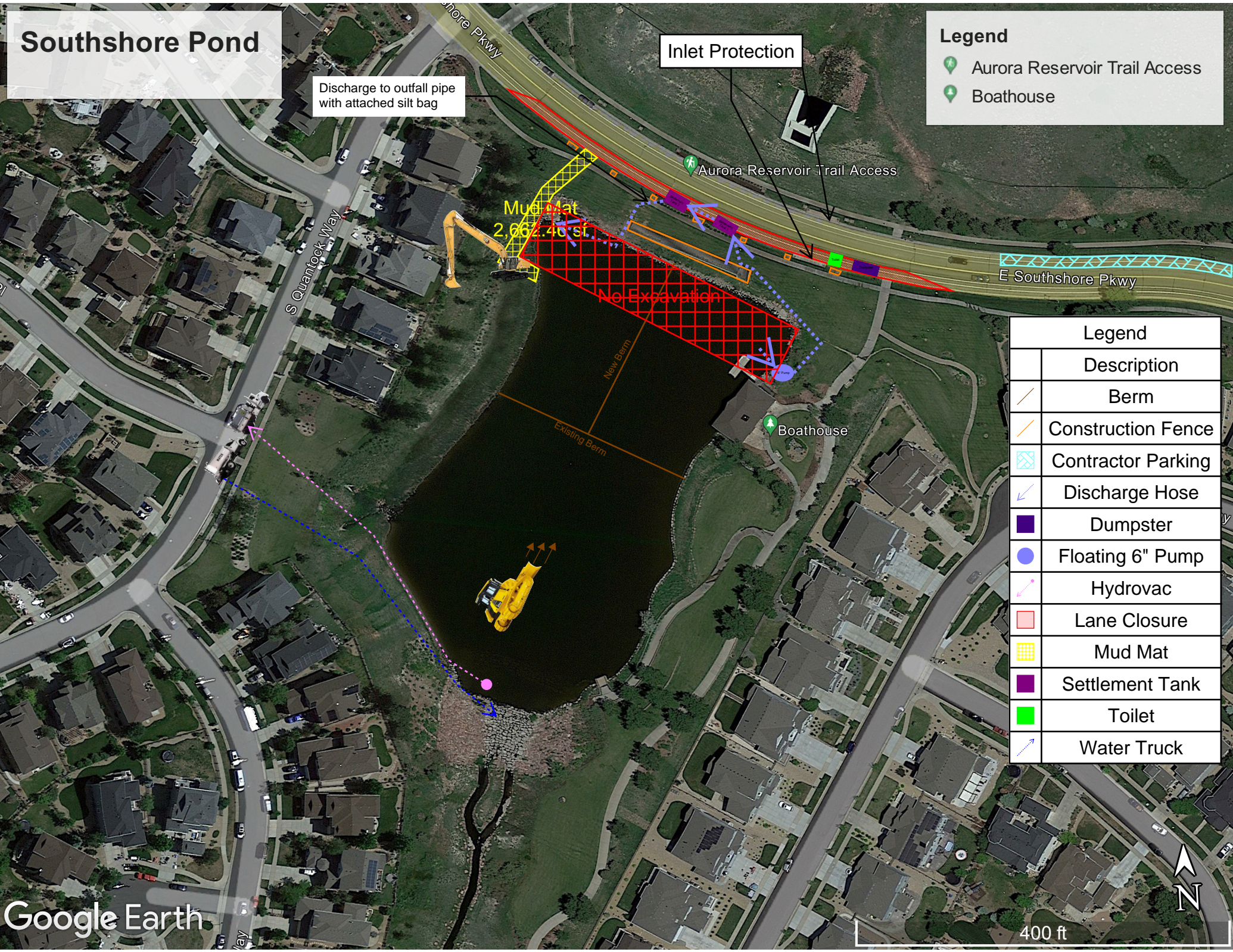
Southshore Pond

Discharge to outfall pipe with attached silt bag

Inlet Protection

Legend

- Aurora Reservoir Trail Access
- Boathouse



Legend	
	Description
	Berm
	Construction Fence
	Contractor Parking
	Discharge Hose
	Dumpster
	Floating 6" Pump
	Hydrovac
	Lane Closure
	Mud Mat
	Settlement Tank
	Toilet
	Water Truck





Rain For Rent

1682 Denver Ave
Fort Lupton, CO, 80621
303-857-6246
rainforrent.com
KESTES@rainforrent.com

RCD Construction Inc.

Account: 7075460
150 N 2nd St
Hayden
Jeff Herrington
Jeffh@rcdconstructionco.com

Dear Jeff Herrington,

Thank you for your inquiry. As requested, please find attached our proposal 1056-IND-2098898 for Retention pond - from shore pump down for silt removal. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Ken Estes at 303-857-6246.

Thank you, and I look forward to working with you.

Regards,

Ken Estes
KESTES@rainforrent.com
Mobile: 303-901-3316
Branch: 303-857-6246
1682 Denver Ave
Fort Lupton, CO, 80621



Project Name	Retention pond -From Shore pump down for silt removal	Jobsite	Retention pond - from shore pump down for silt removal
Date Prepared	11/27/2023	Est. Delivery Date	12/6/2023
Prevailing Wage	No	Est. Completion Date	1/9/2024

Project Location
27300 E. Southshore Pkwy Aurora, CO, 80016

Project Description and Overview

PROJECT OVERVIEW

Pump down S. pond as far as will go.
Run floating suction out 60-80 feet. Initial flows will be high and presumed to be clear.
As water level drops, customer to trench remaining water to a sump, for our suction. Suction will elbow 90 down into sump area with suction screen to prevent fish from entering.
2nd pump at weir tank for when flows are slow to remove sediment.
RFR Sub forklift included here
Fuel Cube included here

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following T&M estimate
Aurora pond pump down from Southshore pkwy
Single pump at high rate, clean water, into either of the identified storm outfalls per job walk.
As water level drops, and sediment becomes heavy, divert flow to weir tank and activate 2nd pump, with float,
 Delivery, installation, removal, pickup of all quoted materials/equipment
 Delivery/pickup of equipment only, no installation/removal or onsite labor

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:

- Fuel use cut sheet dv150B
- Engineering Documents
- Job Walk(s)
- Customer Meeting(s)
- Geotech Report
- Verbal / Written Request
- No specific project information received
- Safety Data Sheet

Operating Parameters

System is intended to be operated at a maximum flow rate of 1100 gpm, and reduced to 300 gpm when flowing through weir tank. Floc may be needed.
Water source is retention pond flooded suction no
Pipe/Hose Type: pipe , Size: 6"



Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer ____ RFR x will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 6,000 lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
3. Customer x RFR ____ will provide fueling.
4. Customer x RFR ____ will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 303-857-6246 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 10 days prior to delivery.

Estimated schedule durations:

System Rental Duration: this estimate for 28 days

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing Account must be opened before rentals

1. ____ Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.



Rain For Rent
Sales Rep: Ken Estes

RCD Construction Inc.
Account: 7075460
Proposal: 1056-IND-2098898

2. Delivery and labor for this project will be billed upon completion of the installation.

3. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.

Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.

A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Deposits may be required. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Deposits Required, Not Required. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



RENTAL ITEMS								
Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension
1	EACH	1 Cycle	811519	Pump Trash 6" DV150B SD SA FT4	\$614.00	\$1,228.00	\$3,684.00	\$3,684.00
1	EACH	1 Cycle	RR FUEL CELL	Fuel Cell	\$319.00	\$319.00	\$319.00	\$319.00
2	EACH	1 Cycle	325736	Elbow 6" 45 Degree Bauer GALV	\$14.97	\$14.97	\$29.93	\$59.86
2	EACH	1 Cycle	325299	Elbow 6" 90 Degree Bauer Socket x Ball GALV	\$14.97	\$14.97	\$29.93	\$59.86
1	EACH	1 Cycle	723424	Hose 6"x10' Suction Bauer PVC	\$67.82	\$67.82	\$135.65	\$135.65
4	EACH	1 Cycle	951621	Pipe 6"x20' Bauer HDPE DR17	\$40.92	\$40.92	\$81.83	\$327.33
4	EACH	1 Cycle	951641	Pipe 6"x40' Bauer HDPE DR17	\$42.14	\$42.14	\$84.28	\$337.12
1	EACH	1 Cycle	722543	Hose 6"x10' Suction Camlock PVC	\$66.49	\$66.49	\$132.97	\$132.97
4	EACH	1 Cycle	722828	Hose 6"x50' LayFlat Bauer 80#	\$75.10	\$75.10	\$150.20	\$600.80
1	EACH	1 Cycle	MR IND	Suction Screen	\$3.99	\$7.99	\$11.99	\$11.99
2	EACH	1 Cycle	326606	Float 6" Pipe & Hose	\$37.80	\$37.80	\$75.60	\$151.20
1	EACH	28 Day	670562	Spillguards 6'X10'X8"	\$20.08			\$562.24
1	EACH	28 Day	670560	Spillguards 8'X14'X8"	\$20.08			\$562.24
18	EACH	1 Cycle	MR IND	MR INDUSTRIAL PIPE & FITTINGS	\$3.99	\$7.99	\$11.99	\$215.82
1	EACH	3 Day	RR FORKLIFT	Forklift	\$959.00			\$2,877.00
16	EACH	4 Day	724622	Solid Ground Traction Mats	\$2.65			\$169.60
1	EACH	1 Cycle	811500	Pump Trash 4" DV100B SA SD FT4	\$532.33	\$1,064.67	\$3,194.00	\$3,194.00
1	EACH	1 Cycle	325991	Float Closed Red w/ Tyco Lead 50'	\$17.51	\$17.51	\$35.02	\$35.02
Rental Subtotal								\$13,435.70

SALE ITEMS					
Qty	Units	Item	Description	Unit Price	Extension
2016	EACH	M-NPN	Est diesel fuel budget	\$6.25	\$12,600.00
Sale Subtotal					\$12,600.00

SERVICE ITEMS		
Description	Price	
DELIVERY	\$1,617.60	
INSTALL	\$2,574.00	
REMOVE	\$1,575.00	
PICKUP	\$1,617.60	
SERVICE Fuel service del / removal fuel cube	\$718.00	
Service Total		\$8,102.20



PROJECT COSTS	
Estimated Rental Total	\$13,435.70
Estimated Environmental Recovery Fees	\$436.67
Total Estimated Recurring Charges	\$13,872.37
PROJECT COSTS	
Estimated Sale Total	\$12,600.00
SERVICES	
Estimated Delivery	\$1,617.60
Estimated Installation	\$2,574.00
Estimated Removal	\$1,575.00
Estimated Pickup	\$1,617.60
Estimated Services	\$718.00
GRAND TOTAL	\$34,574.57

-Estimated costs do not include taxes
-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name Customer Signature Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$1,535.97	Accept	Decline
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INITIAL _____

Created Date: 11/27/2023



OPTIONAL RENTAL ITEMS									
Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension	Accept/Decline
1	EACH	1 Cycle	638022	Telemetry Alarm Agent 2.0	\$119.04	\$357.13	\$1,071.38	\$1,071.38	
1	EACH	1 Cycle	632015	Filter Bag BF400 SS	\$800.00	\$800.00	\$1,600.00	\$1,600.00	
1	EACH	1 Cycle	MR IND	Chem INJ pump	\$29.00	\$59.00	\$149.00	\$149.00	
								Rental Subtotal	\$2,820.38

OPTIONAL PRODUCT FEES	
Description	Price
Estimated Environmental Recovery Fees	\$91.66
Estimated Optional Recurring Project Costs	\$2,912.04

OPTIONAL SALE ITEMS						
Qty	Units	Item	Description	Unit Price	Extension	Accept/Decline
50	EACH	713521	Filter Bags 50 Micron	\$5.94	\$297.00	
120	EACH	M-NPN	Budget fuel 2 pumps 5 gph per 24 day	\$4.89	\$586.80	
1	EACH	709002	Liquid Floc 2% 55 Gallon Drum	\$1,489.80	\$1,489.80	
					Sale Subtotal	\$2,373.60

OPTIONAL SERVICE ITEMS		
Description	Price	Accept/Decline
SERVICE Service time for optional install/ floc/ alarm etc	\$2,109.52	
Service Subtotal		\$2,109.52

INITIAL	
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- By checking Accept and initializing, customer is acknowledging that the additional cost for the above items will be added to the grand total.
- Optional Estimated costs do not include taxes. Fees may vary depending on the Optional Items selected/not selected.

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

OPTIONAL RPP	\$262.35	Accept	Decline
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INITIAL	
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Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at a frequency of 400 hours of runtime. This is a billable event; pricing of labor and parts are subject to current market conditions. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements or representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

12/22 Met with United, started pumps. quick
Run thru. sat & watched most of the day. Topped
off @ 3

Suck pump 1175 RPM That's what was
Tank Pump 1100 RPM suggested

8 hrs Super + truck

40 gal fuel

Both pumps Ran all night 24 hrs

12/23 Left shop @ 6:30 Fueled pumps made some
minor adjustments Back to shop

Suck pump 1175

Tank Pump 1125

Adjusted valves

3 hrs Super + truck

30 gallons of fuel

Both pumps Ran all night 24 hrs

12/24 Left shop @ ~~6:30~~ 6:15 stopped in brighton
picked up 2 concrete blankets for pumps. Tank 2
wasn't draining fixed hung out for a bit to
make sure all was good

Suck pump 1175

Tank Pump 1125

4 hrs Super + truck

30 gallons of fuel

Both pumps Ran all Night 24 hrs

72 hrs Total

12-25 Left shop @ 6 went + fueled Pumps
No issues pumps were down to a quarter. 10°
onsite this morning

Suck Pump 11.75

Tank Pump 11.25

3 hrs Super + truck

27 gallons of fuel

pumps Ran all night 24 hrs

12-26 Got to south shore @ 6:30 Tank pump had
failed would not go above 800 RPM... Mechanic showed
at 11 am. Finally got New pump at 2:30 and it
was 4 inch 10 inches snow

Suck Pump 950 RPM

Tank Pump 4" 1600 RPM

6 hrs Super + Truck

20.2 gallons

Suck pump Ran All night

4" had died

12-27 Got to Job @ 7 4 inch had died had to jump
text Jared. Got it going met with Brandon in a
noon. made adjustment fuel again 2 inch snow

Suck pump 1000

4 in 1600

6 hrs Super + truck

21 gallon fuel

Suck pump all night

12-28 Morning meeting southshore @ 10:30
They had swapped pumps decided to crank it up
Suck Pump 1575
Tank Pump 1525

put up construction fence + rock socks

Fueled 2 times

29 gal

Super + truck 6 hrs

Ran all night 24 hrs

12-29 ~~12:30~~ 6:30 start time. Fueled pumps
No adjustments. Back @ 2:30 added suction hose
Fueled pumps again

Super + truck 6 hrs

48 gallons fuel

Suck Pump 1575

Tank Pump 1525

All Night 24 hrs

12-30 Left shop @ 6:30 No problems

39 gallons today

Super + Truck 3 hrs

Suck Pump 1575

4.65

Tank Pump 1525

All Night 24 hrs

12-31 7:30 start had to add suction hose

46 ~~gallons~~ gallons of fuel

3.5 hrs Super + truck

Suck Pump 1575

6ft total

1525

All Night 24 hrs

7.75

1-1-24 Left shop @ 6:30 Turned pumps down
only 6 inches underwater.
47 gallons of fuel
3 hrs Super + truck
Pumps Ran All Night 24hrs

1-2-24 onsite @ 6:30 Checked pumps. 8.5 ft AM
went to united picked up 40 ft of suction hose
spent the rest of the day manning + adjusting.
Super + truck 10 hrs
22 gallon fuel
Suck pump 1700
Tank Pump 900
Pumps Ran all night

1-3-24 onsite @ 6:30 Fueled pumps 11 ft
went to ~~home depot~~^{Lowes} bought tools back to Pond
pushed more section hose in spent alot of time
~~ice~~ breaking ice. To home depot bought sand bags
for outlet structure. helped very little
Super + truck 10 hrs
Suck pump 1800
Tank pump 900
Pumps Ran All Night
42 gallons of Fuel

10 ft @ 12:00

1-4-24 On Site @ 10:30 Fueled pumps adjusted silt bag.
we lost ground last night Jarod from united is
going to stop by to see if there is any thing
we can do.

Suck Pump 1800
Tank Pump 900
Super + truck 6 hrs
Fuel = 42

1-5-24 On Site @ 6:30, shut pumps off, closed
valves. Moved Suck pump to west side, Moved
all hoses, waited 2.5 hrs for United to
bring lay flat, hooked everything up, Suck pump
wouldnt prime. Swapped suction hoses around + checked
vacuum chamber, finally pumping @ 2:30.
stayed + adjusted for overnight pumping.

Super + truck 10 hrs
Suck Pump 1700
Tank Pump 1000
Fuel 32 gal Pump 24 hrs

1-6-24 On Site @ 6:30 fueled pumps added
suction hose pond is extremely low, had to
stay and babysit make sure pumps ~~didn't~~
didn't Run Dry. Found berm + sucked
Down to 13'

Went back down at 3:30 unhooked
+ Drained every thing to prevent Freezing
half the pond down to 15'

Super + truck 8 hrs total
Suck Pump 1700
Suck Pump 1000 Pump 24 hrs
Fuel 46 Gal

1-7-24 No Pumping

1-8-24 On Site @ 6:30. Temp is 18° ~~18°~~
No Pumping today term is still visible.
Will gather Pump/hoses for 3 inch
Super + truck 2 hrs

1-9-24 On site @ 9:30 hooked every thing back
up. started pumps @ 10:30, fought ice for 2 hrs
tried to get far enough to last all night.

Suck pump 1550

Tank Pump 1200

Fuel 10 gal

Super + truck 7 hrs

1-10-24 Shut pumps off @ 7:30 - unhooked all pumps
Drained all hoses, winterized so they don't freeze

57 gal

waited for longreach

Suck pump 1550

Pumped 15 hrs

Tank Pump 1200

57 gal Fuel

Truck + Super 5.5 hrs

1-11-24 On site @ 9:30 No pumping Prepped site for hauling. Cleaned slopes + gathered material

Super + truck 8 hrs

1-12-24 On Site @ 6:30 Set up pumps Frozen suction hose + problems priming continued on slope + dug in pond

Pump 5hr

Super + truck 10hrs 3 HRS DEWATERING

1-13-24 Nothing

1-14-24 Nothing

1-15-24 on site @ 7 prepared equipment 4 winter weather

Super + truck 4 hrs
No pumping

1-16 On site @ 6:30 Filled equipments started equipment loaded trucks @ 9:00 road time started pumps @ 9:30

2hr Round trip

28 Gallon of fuel

Super + truck

10 hrs

6 Loads hauled

3 HRS DEWATERING

1-17-24

On Site @ 6 Fueled + Greased equipment
Unplugged equipment set up traffic Control. Laide
down mirify. ~~Set~~ Set up for trucks. Hauled
all Day. Drained pumps @ 3:30PM

Super + Truck → 10 hrs 4 HRS DEWATERING

Fuel in Pumps - 28 gallons

17 Loads hauled

29 hrs pumping from Tuesday → wed

1-18-24 On site @ Dam checked pumps. Had to follow truck route, found where they were spilling
10:30 → cleaned up. Picked up generator. Set up 4 pumps Generator

Unhooked pumps @ 4
15 gallon fuel

Pump for 5.5 hrs

Super + truck 6.5 hrs

1-19-24 On site @ 6 set up pumps for Pumping
7-4 started pumps @ 7. spent the rest of the
9 hrs day setting up sump pumps.

Shut down 6" pumps @ 4 pm + drained

Super + truck = 11 hrs 3 HRS DEWATERING

Fuel =

Pump hrs = 9 hrs

~~Final~~

Final hrs

Pump # 11704550 / hrs 733.5 / 25 gallons

Pump # 11696666 / hrs 1253.6 / 40 gallons

4 hrs labor x 2 people for break down



CHANGE ORDER SUMMARY

RCD CONSTRUCTION, INC. | PO BOX 322 | HAYDEN, CO 81639

(760) 792-3589 | jeffh@RCDCONSTRUCTIONCO.COM

CUSTOMER/OWNER

Southshore Metropolitan Dist #2

Change Order

#1

Date

1/24/2024

GENERAL NOTES

Dewatering of Pond due to Irrigation Pumps not used to Dewater the Pond.

DESCRIPTION OF WORK

		UNIT	EST. QTY	UNIT PRICE	TOTALS
PROJECT	1 Monthly Rental of Pump System including Delivery/Set up/Breakdown/Pickup of				
Southshore Irrigation Pond	2 Pumping System - System Set Up 12/21/23, Pumping started 12/22/23	LS	1	\$ 23,921.34	\$ 23,921.34
PREPARED BY:	3 Traffic Control thru 1/19/24 w/Mob and Demob	DAY	30	\$ 152.62	\$ 4,578.60
Jeff Herrington	4 Fuel for pumps thru 1/19/24.	GAL	764.2	\$ 3.25	\$ 2,483.65
Owner Signature	5 Monitor, Fuel and Balance pumps Superintendent w/truck, thru 1/19/24.	HR	125	\$ 95.00	\$ 11,875.00
	6 Project Manager Site Inspections thru 1/19/24	HR	11.5	\$ 110.00	\$ 1,265.00
Added day count to contract	7 General Manager Site Inspection thru 1/19/24	HR	4	\$ 125.00	\$ 500.00
30 Days	8 General Labor to Breakdown Pumping System	HR	8	\$ 32.00	\$ 256.00
	Overhead and profit on non bid items only		1	15%	\$ 6,731.94
					\$ 51,611.53



02/07/2024

South Shore Boat House SCIS

Doug Richter,

After checking out the Boat House pump station's Self Cleaning Intake Screen, it is determined that the screens are in no shape to continue be used for the purpose they were designed.

Our company proposes the following to replace the broken SCIS. Cut off bolts to remove old screens and haul off. Carry and set screen and bolt onto existing intake pipe. Flush and connect flush pipe.

2 each- 12" Self-Cleaning Intake Screen (SCIS)	\$5,173.30 each X 2 = \$10346.60
Fasteners and miscellaneous pipe fittings	\$400.00
Labor 4 people	\$4,150.00
	Total = \$14,896.60

Let me know if you have any questions

David Hull

Colorado Water Well

303-435-4530