

CASCADE METROPOLITAN DISTRICT NO. 1

NOTICE OF REGULAR MEETING

Cascade Fire Station
8015 Severy Road Cascade, Colorado
Tuesday, August 23, 2016
5:30 P.M.

Board of Directors

Mike Whittemore, President	Term Expires May 2020
Mike Herr, Secretary/Treasurer	Term Expires May 2020
Troy Eason, Assistant Secretary	Term Expires May 2018
Stephen Spaulding, Assistant Secretary	Term Expires May 2018
Susan Soloyanis, Assistant Secretary	Term Expires May 2020

AGENDA

1. **Call to Order**
2. **Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures**
3. **Approval of Agenda**
4. **Consent Agenda Items** (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda)
 - a. Acknowledge Operations Report (**enclosure**)
 - b. Acknowledge Manager's Report (**under separate cover**)
 - c. Approval of Board Meeting Minutes from the July 26, 2016 Meeting(**enclosure**)
 - d. Approval of Payables for the Period Ending August 23, 2016 (**enclosure**) in the amount of:

General Fund:	\$ 34,595.79
Capital Projects Fund:	\$ 0.00
Pyramid Mountain Review Retainer*\$	0.00
Grant Capital Projects Fund:	\$ 0.00
<u>Debt Service Fund:</u>	<u>\$ 23,493.75</u>
Total	\$ 58,089.54
 - e. Acceptance of Unaudited Financial Statements as July 31, 2016, the schedule of cash position updated as of and bank statements (**enclosure**)
 - f. Approval of Requisition No. 15 to UMB Bank, as Trustee, for payment of Working Capital Project funds from Water Enterprise Revenue Refunding and Improvement Bonds, Series 2015A and 2015 B (**under separate cover**)
 - g. Approval of Seventh Addendum Independent Contractors Agreement with GMS, Inc. for General Engineering Services (**enclosure**)
5. **Consideration of items removed from Consent Agenda**
6. **Management Matters**
 - a. Update on Conversion of Water System

7. Operations Matters

8. Financial Matters

- a. Discuss Assessment of Availability of Service Fee and Consider Adoption of Resolution No. 2016-08-01: Resolution Regarding Assessment of Availability of Service or Facilities Charges (**under separate cover**)

9. Legal Matters

- 10. Public Comment** (Items Not on the Agenda Only. Comments limited to 3 minutes per person and taken in Order In Which They Appear on Sign-Up Sheet)

11. Other Business

- a. Next Meeting—September 27, 2016 at 5:30 PM

12. Adjournment

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.a

Operations Report

Enclosure

CASCADE METROPOLITAN DISTRICT No. 1

Monthly Operations Report

For Period: AUGUST 2016

By: Andre Kilik, Operator/O.R.C.

TOTAL WATER RECEIVED at CITY MASTER METER

Weekly Electronic Read-Out ----- 675,000 g (8/1 – 8/7)
526,0000 g (8/08 – 8/14)

TOTAL USAGE FOR JULY ----- 3.15 mil. Gal.

TOTAL USAGE FOR August 1 thru August 16 2016 ----- 1.49 mil. Gal.

OPERATIONS & MAINTENANCE ISSUES

1. Water testing completed, BAC-T / THM HAA5, and PB and CU (8/15 – 9/16)
2. Operators have been working with GMS. Several locate areas.
3. Property location at the end of Aspenglow, several hours have been spent trying to locate a stop box with no results. Water service line confirmed through Mark Lamb.
4. One more day for demo and clean up on Emporia Pump House.

OTHER BUSINESS:

Andre scheduled to take “C” License Exam scheduled September 22, 2016

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.b

Manager's Report

Under Separate Cover

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.c

Minutes of Board Meeting July 26th, 2016

Enclosure

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
CASCADE METROPOLITAN DISTRICT NO. 1
HELD JULY 26, 2016 at 5:30 PM**

A regular meeting of the Board of Directors of the Cascade Metropolitan District No. 1 (the "Board") was duly held on Tuesday, the 26th day of July, 2016, at 5:30 p.m., at the Cascade Fire Station, 8015 Severy Road, Cascade, CO. The meeting was open to the public.

Directors in Attendance Were:

Mike Whittemore, President	Term Expires May, 2020
Mike Herr, Secretary/Treasurer	Term Expires May, 2020
Stephen Spaulding, Assistant Secretary	Term Expires May, 2018
Susan Soloyanis, Assistant Secretary	Term Expires May, 2020
Troy Eason, Assistant Secretary	Term Expires May, 2018

Also in Attendance Were:

Kevin Walker, Schooler and Associates, Inc.
Brenda Quinones, Schooler and Associates, Inc.
Andre Kilik, Cascade Water District Operator
Duane Schorman, Cascade Water District Operator
Members of the Public; see attached list

1. **Call to Order:** President Whittemore called the meeting to order at 5:35 PM

2. **Declaration of Quorum/Director Qualifications/Reaffirmation of Disclosures:**

The Board discussed the requirements pursuant to Colorado law to disclose any potential or existing conflicts of interest to the Board of Directors and to the Secretary of State. Mr. Walker reported that disclosures for those directors with potential or existing conflicts of interest were filed by Ms. Tanaka with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. President Whittemore noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No additional disclosures were noted.

3. **Approval of Agenda:** Director Spaulding moved to approve the agenda as it was presented. The motion was seconded by Director Soloyanis. The motion passed unanimously.

4. **Consent Agenda Items** (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda)

- A. Acknowledge Operations Report
- B. Acknowledge Manager's Report
- C. Approval of Board Meeting Minutes from the June 28, 2016 Meeting
- D. Approval of Payables for the Period Ending July 25, 2016 in the amount of:

General Fund:	\$42,115.52
Capital Projects Fund:	\$ 5,101.99
Pyramid Mountain Review Retainer*:	\$ 3,413.80
Grant Capital Projects Fund:	\$ 0.00

<u>Debt Service Fund:</u>	<u>\$ 23,493.75</u>
Total	\$74,125.06

- E. Acceptance of Unaudited Financial Statements as June 30, 2016, the schedule of cash position updated as of June 30, 2016 and bank statements
- F. Approval of Requisition No. 14 to UMB Bank, as Trustee, for payment of Working Capital Project funds from Water Enterprise Revenue Refunding and Improvement Bonds, Series 2015A and 2015 B
- G. Ratify modification of the EIAF grant application of March 30, 2016 to supplemental grant

Mr. Walker reviewed the payables for the period ending July 25, 2016, including the change in the General Fund line item from \$30,359.05 to \$42,115.52, changing the Total to \$74,125.06. Director Spaulding moved to approve all items on the Consent Agenda. The motion was seconded by Director Herr. The motion passed unanimously.

5. Consideration of items removed from Consent Agenda

None

6. Management Matters

A. CSU report update

- 1) Consider Approval of Improvement Requirements Report and Conversion to CSU System per Settlement Agreement:

Director Soloyanis discussed the status of the Improvements Requirement Report. She stated that the District and the City are extremely close to finalizing negotiations due to productive discussions including the provision of the looped systems, agreements on changing line sizes from proposed 4” lines to 6” and 8” pipe. CSU has agreed to the majority of the District’s requests. The water tank will only be used for wildfire fighting purposes if necessary. It will be empty but plumbed and attached to a non-potable water hydrant so that trucks can be refilled from the tank in the event of wildfires. Improvements consist of new water mains, moving mains into public rights of way, taking the existing water tank out of the system, making loops in the system so water pressure can be maintained, and change in ownership from curb-stop into individual properties so homeowners will be responsible for ownership and repair of meter pit, but not the meter itself. The District will be responsible for relocating the service lines in cases where that is necessary. The District will go back to ask for easements to be no wider than 30’. Value of the easement will be determined at fair market value and will be valued the same from property owner to property owner. District Counsel Jennifer Gruber Tanaka will complete the legal paperwork to memorialize the District’s requests and submit it by the deadline, then the District enters the 5-year conversion period.

Engineers anticipate it will take 6 months to have final plans, estimates, and permits. At that time the work will be bid out as a single project in hopes that one company can do the work to minimize mobilization costs, start and stop costs, and complications that could be caused by switching companies mid-project. CSU and the District hope to start in early of 2017 and complete the project in 2018. District board members want to have an open house during the next 6-month period where District board members and CSU engineers can be available, so that Cascade residents can come in and ask questions about how the project will

impact their properties. The District will work with CSU to keep residents advised of street closures and any other situations that will warrant public announcements. President Whittemore and Director Soloyanis stated they are pleased that CSU has been so cooperative with the District's needs. Director Soloyanis has asked CSU to provide a document that captures all the construction phases so the District can follow along, as with a checklist; CSU has agreed to accommodate this request. Total cost is estimated at \$4.75 million. All the bond and grant money will be spent by the time this project is completed. District board members are still looking for additional grant money. The District is still experiencing a 40% loss even though there is no leak, so the Board is anxious to make the repairs.

Mr. Kilik will look for patterns in water loss.

Director Soloyanis has drafted a newsletter and would like to include it with the September water bills.

Following a question from Mr. Borden, Director Soloyanis commented that residents will have the option to replace the water lines from their house to the CSU line during the construction phase, which could possibly improve the water quality from their internal system.

Director Soloyanis moved to accept the Improvements Requirement Report as it is currently written, subject to review by Ms. Tanaka, and to seek conversion of the system. The motion was seconded by Director Eason. The motion passed unanimously.

B. SDA Conference

Mr. Walker advised the Board of the upcoming Special District Association conference from September 21st to 23rd and asked if anyone is interested in attending or submitting a scholarship. The board members will consider it and will let advise Mr. Walker if they would like to attend. Mr. Walker advised the Board that some scholarships for board members to attend may still be available. President Whittemore encouraged attendance and said the District will assume any costs expended by board members as the information in the various sessions is very valuable. Director Soloyanis commented that she had attended an SDA workshop and had found the information valuable.

7. Operations Matters

A. Truck repair

Repairs have been completed but the operators need to take it back down to reinsure the warranty. The work was completed by the Transmission Clinic and final cost was just under \$2,300, which was a fair price for good repairs.

Safety equipment has been obtained and distributed to the appropriate locations.

Mr. Kilik is completing the roof demolition, and will be completed before the end of the summer. Removing debris will be challenging and time consuming, and will require 1 full dumpster which will be paid by the District. The initial estimate of \$1,000 for the wooden roof supports is likely to be lower than actual costs because the sill plate needs to be replaced. The newest estimate is \$1,200. Mr. Kilik will add a "Do Not Enter" sign. Steel roofing will be used.

A request has been made for the District to connect a new service on Aspenglow but the Operators have been unable to find the service line or the stop box. Main lines are PVC and stops are copper, so it is difficult to locate. Mr. Kilik and Mr. Schorman were in contact with the contactor who built the system. Mr. Walker stated we may have some cost exposure during this process. Mr. Walker has contacted the engineer and will continue to work to find and accommodate the service request.

Mr. Kilik registered to take the exam to obtain a C license on September 22nd. The board approved the purchase of any necessary study aids; Mr. Kilik will follow up.

8. Financial Matters.

A. Mid-year Budget Update

Mr. Walker reviewed the Budget Update with the Board. The Board stated it was a worthwhile effort to go through to catch some details. Overall, the Board felt that the report was well done and easy to understand. The District bought less, but sold more than was originally projected. The Board specified that the District is not losing money. Director Herr requested Mr. Walker to clarify the bulk water sales and asked if it could be separated out; Mr. Walker will follow up. The Board thanked Mr. Walker for being so diligent in ensuring that the budget explanation was clear to eliminate any confusion.

9. Legal Matters - None

10. Public Comment (Items Not on the Agenda Only. Comments limited to 3 minutes per person and taken in Order In Which They Appear on Sign-Up Sheet) - None

11. Other Business

A. Next Meeting—August 23, 2016 at 5:30 PM

12. Adjournment

Director Spaulding moved to adjourn the meeting. The motion was seconded by Director Eason. President Whittemore adjourned the meeting at 6.25 pm.

Respectfully submitted,

By:

Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL JULY 26, 2016, MINUTES OF THE CASCADE METROPOLITAN DISTRICT NO. 1 BY THE BOARD OF DIRECTORS SIGNING BELOW:

Mike Whittemore

Mike Herr

Troy Eason

Stephen Spaulding

Susan Soloyanis

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.d

Payable Spreadsheet

Enclosure

Cascade Metropolitan District
PAYMENT REQUEST

8/23/2016

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
Black Hills Energy	7847904478	8/2/2016	\$ 21.92		\$ 21.92	
Black Hills Energy	3758174801	8/2/2016	\$ 21.33		\$ 21.33	
CDPHE	FGD2016274	7/20/2016	\$ 250.00		\$ 250.00	
Colorado Springs Utilities	1063295574	9/12/2016	\$ 25,294.24		\$ 25,294.24	
Colorado Springs Utilities	9778564050	8/31/2016	\$ 16.43		\$ 16.43	
Colorado Springs Utilities	3857668853	8/31/2016	\$ 17.63		\$ 17.63	
Colorado Springs Utilities	9038484301	8/31/2016	\$ 16.33		\$ 16.33	
Colorado Springs Utilities	8668751056	8/31/2016	\$ 25.16		\$ 25.16	
FirstBank	6721				\$ -	
Mailing Services Inc	8546	7/27/2016	\$ 226.59		\$ 226.59	
Mailing Services Inc	8604	8/11/2016	\$ 238.22		\$ 238.22	
Meyer & Sams, Inc. (GMS)					\$ -	
Schooler & Associates, Inc.	5950	7/29/2016	\$ 5,000.00		\$ 5,000.00	
Verizon	9766060326	7/25/2016	\$ 37.14		\$ 37.14	
White Bear Ankele Tanaka & Waldron	71952	7/25/2016	\$ 3,430.80		\$ 3,430.80	
TOTAL			\$ 34,595.79	\$ -	\$ 34,595.79	

Pyramid	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
Balance Forward		8/23/2016			\$ -	
Meyer & Sams, Inc (GMS)					\$ -	
White Bear Ankele Tanaka & Waldron	71952	7/25/2016			\$ -	
TOTAL REMAINING			\$ -	\$ -	\$ -	

BOND FUND ACCOUNT

Description	Date	Amount	Comments
UMB Bank - Series 2015A & 2015B Interest	9/1/2016	\$ 23,493.75	September Payment
TOTAL		\$ 23,493.75	

CAPITAL FUND ACCOUNT

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
Meyer & Sams, Inc.					\$ -	
White Bear Ankele Tanaka & Waldron	71952	7/29/2016			\$ -	
TOTAL			\$ -	\$ -	\$ -	

GRANT FUND ACCOUNT

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
					\$ -	
TOTAL			\$ -	\$ -	\$ -	

TOTAL FOR ALL FUNDS

\$ 58,089.54

, President

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.e

Unaudited Financial Statements as of July 31, 2016

Enclosure

Cascade Metropolitan District No. 1
Profit & Loss Budget Performance
July 2016

08/16/16

Accrual Basis

	Jul 16	Budget	Jan - Jul 16	YTD Budget	Annual Budget
Income					
1-505 · Water Sales	16,885.90	18,870.00	137,136.86	132,090.00	226,440.00
1-507 · Bulk Water Sales	0.00		27.20		
1-508 · Water Service Charge	21,149.87	6,649.50	65,647.87	46,546.50	79,794.00
1-510 · Late Fees	192.56	166.67	1,257.28	1,166.65	2,000.00
1-515 · Pipeline Surcharge	6,428.80	5,567.70	37,989.05	38,973.90	66,812.40
1-517 · Tap Fees	0.00		15,000.00		
1-519 · Transfer Fee	100.00		200.00		
1-560 · Interest Income	2.39	1.67	17.59	11.65	20.00
1-575 · Miscellaneous Income	40.00		40.00		
1-595 · Other Revenues	-3,338.80		-673.10		
2-510 · Debt Service Water Fee	31,899.21	28,906.22	202,783.84	202,343.49	346,874.56
2-560 · Interest Income-Debt	203.70		1,381.91		
3-560 · Interest Income - Capital	1,457.90	500.00	9,200.34	3,500.00	6,000.00
Total Income	75,021.53	60,661.76	470,008.84	424,632.19	727,940.96
Expense					
1-612 · Accounting	203.22	108.33	1,434.62	758.35	1,300.00
1-615 · Audit	0.00	0.00	8,500.00	7,500.00	7,500.00
1-618 · Bank Fees	141.06	25.00	964.01	175.00	300.00
1-635 · Election	0.00	0.00	1,234.00	3,000.00	3,000.00
1-670 · Insurance/SDA Dues	0.00	0.00	881.55	8,000.00	8,000.00
1-672 · Dues, Fees & Subscriptions	0.00	25.00	0.00	175.00	300.00
1-675 · Legal	-8,763.50	5,416.67	18,879.57	37,916.65	65,000.00
1-676 · Special Litigation Counsel	297.50		1,966.62		
1-681 · Management/Accounting	0.00	5,000.00	30,000.00	35,000.00	60,000.00
1-682 · Engineering	2,177.40		11,134.48		
1-685 · Miscellaneous	0.00		270.00		
1-693 · Payroll Taxes	211.93	375.00	1,953.82	2,625.00	4,500.00
1-710 · Chemical and Supplies	447.95	83.33	1,011.86	583.35	1,000.00
1-715 · Operation Labor	2,744.50	3,541.67	24,142.50	24,791.65	42,500.00
1-718 · Locates	0.00	50.00	0.00	350.00	600.00
1-720 · Repairs and Maintenance	0.00	833.33	-362.18	5,833.35	10,000.00
1-725 · Telephone/Utilities	80.72	166.67	1,247.57	1,166.65	2,000.00
1-730 · Vehicle Expense	2,283.57	83.33	2,678.67	583.35	1,000.00
1-735 · Water Purchase	16,682.04	18,000.00	117,817.84	126,000.00	216,000.00
1-740 · Water Quality Testing	0.00	208.33	732.00	1,458.35	2,500.00
1-745 · Meter Software and Hardware	0.00	0.00	500.00	1,000.00	1,000.00
1-750 · Website	0.00	41.67	0.00	291.65	500.00
1-760 · Office Supplies/Postage	246.94	41.67	1,737.91	291.65	500.00
2-617 · Bank Fees - Debt Service	35.87	0.00	3,262.49	1,500.00	3,000.00
2-900 · Interest Expense CMD A 2015	0.00	0.00	99,850.00	99,850.00	199,700.00
2-905 · Interest Expense CMD B 2015	0.00	0.00	41,250.00	41,250.00	82,500.00
3-617 · Bank Fees - Capital	269.77	185.00	1,768.14	1,295.00	2,220.00
3-650 · Capital Improvements	0.00	231,625.88	0.00	1,621,381.10	2,779,510.50
3-675 · Legal - Capital	0.00	833.33	6,186.00	5,833.35	10,000.00
3-763 · Design Costs	5,026.99	24,867.88	130,564.51	174,075.10	298,414.50
3-770 · Inspections	0.00		2,495.00		
Total Expense	22,085.96	291,512.09	512,100.98	2,202,684.55	3,802,845.00
Net Income	52,935.57	-230,850.33	-42,092.14	-1,778,052.36	-3,074,904.04

Cascade Metropolitan District No. 1
Balance Sheet
 As of July 31, 2016

	Jul 31, 16
ASSETS	
Current Assets	
Checking/Savings	
1995 Checking	63,637.82
2002 Savings	63,197.25
2-1050 · UMB Interest 143222.1	71,601.72
2-1055 · UMB Reserve 143222.3	368,024.13
3-1040 · UMB Project 143222.5	2,940,114.44
Total Checking/Savings	3,506,575.36
Accounts Receivable	
1-1200 · Accounts Receivable	50,565.20
1-1210 · Allowance for Doubtful Accounts	-19,000.00
Total Accounts Receivable	31,565.20
Total Current Assets	3,538,140.56
Fixed Assets	
3-1310 · Improvements	1,203,844.00
3-1320 · Water Distribution System	300,000.00
3-1400 · Accumulated Depreciation	-332,431.00
Total Fixed Assets	1,171,413.00
TOTAL ASSETS	4,709,553.56
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	673.10
Total Accounts Payable	673.10
Total Current Liabilities	673.10
Long Term Liabilities	
Bonds Payable 2015A	3,500,000.00
Bonds Payable 2015B	1,500,000.00
2-2500 · Premium on Bonds	46,657.00
2-2510 · Amortization on Bond Premium	-11,250.00
Total Long Term Liabilities	5,035,407.00
Total Liabilities	5,036,080.10
Equity	
3-3200 · Invested in Capital Assets	1,171,413.00
30000 · Opening Balance Equity	-180,464.08
32000 · Retained Earnings	-1,275,383.32
Net Income	-42,092.14
Total Equity	-326,526.54
TOTAL LIABILITIES & EQUITY	4,709,553.56

Cascade Metropolitan District No. 1
Check Detail
July 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		07/01/2016	Colorado Springs ...		1995 Checking		-16.33
TOTAL					1-725 · Telephone/U...	-16.33	16.33
						-16.33	16.33
Check		07/01/2016	Colorado Springs ...		1995 Checking		-18.21
TOTAL					1-725 · Telephone/U...	-18.21	18.21
						-18.21	18.21
Check		07/01/2016	Colorado Springs ...		1995 Checking		-16.33
TOTAL					1-725 · Telephone/U...	-16.33	16.33
						-16.33	16.33
Check		07/01/2016	Colorado Springs ...		1995 Checking		-29.85
TOTAL					1-725 · Telephone/U...	-29.85	29.85
						-29.85	29.85
Check		07/01/2016	Colorado Springs ...		2-1055 · UMB Rese...		-33.67
TOTAL					2-617 · Bank Fees - ...	-33.67	33.67
						-33.67	33.67
Check		07/01/2016	Colorado Springs ...		2-1050 · UMB Inter...		-2.20
TOTAL					2-617 · Bank Fees - ...	-2.20	2.20
						-2.20	2.20
Check		07/01/2016	Colorado Springs ...		3-1040 · UMB Proje...		-269.77
TOTAL					3-617 · Bank Fees - ...	-269.77	269.77
						-269.77	269.77

Cascade Metropolitan District No. 1
Check Detail
July 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		07/06/2016	Paychex Inc.		1995 Checking		-76.61
TOTAL					1-612 · Accounting	-76.61	76.61
						-76.61	76.61
Check		07/08/2016	Paychex Inc.		1995 Checking		-393.06
TOTAL					1-693 · Payroll Taxes Employee Taxes	-109.35 -283.71	109.35 283.71
						-393.06	393.06
Check		07/11/2016	Colorado Springs ...		1995 Checking		-16,682.04
TOTAL					1-735 · Water Purch...	-16,682.04	16,682.04
						-16,682.04	16,682.04
Check		07/22/2016	Paychex Inc.		1995 Checking		-376.76
TOTAL					1-693 · Payroll Taxes Employee Taxes	-102.58 -274.18	102.58 274.18
						-376.76	376.76
Check		07/22/2016	Paychex Inc.		1995 Checking		-126.61
TOTAL					1-612 · Accounting	-126.61	126.61
						-126.61	126.61
Bill Pmt -Check		07/28/2016	Meyer & Sams Inc		3-1040 · UMB Proje...		-5,026.99
Bill	7	07/11/2016			1-595 · Other Reven... 3-763 · Design Costs 1-682 · Engineering	-1,591.94 -2,396.87 -1,038.18	3,338.80 5,026.99 2,177.40
TOTAL						-5,026.99	10,543.19

Cascade Metropolitan District No. 1
Check Detail
July 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check		07/28/2016	White Bear Ankele ...		3-1040 · UMB Proje...		-75.00
Bill	71583	06/25/2016			1-595 · Other Reven...	-1.69	75.00
					3-675 · Legal - Capital	-1.68	75.00
					1-635 · Election	-3.93	175.50
					1-675 · Legal	-67.70	3,019.96
TOTAL						-75.00	3,345.46
Check		07/29/2016			1995 Checking		-141.06
TOTAL					1-618 · Bank Fees	-141.06	141.06
						-141.06	141.06
Check	75	07/08/2016	Andre Kilik		1995 Checking		-787.39
TOTAL					1-715 · Operation La...	-1,035.00	1,035.00
					Employee Taxes	247.61	-247.61
						-787.39	787.39
Check	76	07/08/2016	Duane D Schormann		1995 Checking		-343.40
TOTAL					1-715 · Operation La...	-379.50	379.50
					Employee Taxes	36.10	-36.10
						-343.40	343.40
Check	77	07/22/2016	Andre Kilik		1995 Checking		-801.86
TOTAL					1-715 · Operation La...	-1,055.00	1,055.00
					Employee Taxes	253.14	-253.14
						-801.86	801.86
Check	78	07/22/2016	Duane D Schormann		1995 Checking		-253.96
TOTAL					1-715 · Operation La...	-275.00	275.00
					Employee Taxes	21.04	-21.04
						-253.96	253.96

Cascade Metropolitan District No. 1
Check Detail
July 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	1110	07/08/2016	Transmission Clinic		1995 Checking		-2,227.57
Bill		07/06/2016			1-730 · Vehicle Exp...	-2,227.57	2,227.57
TOTAL						-2,227.57	2,227.57
Bill Pmt -Check	1111	07/26/2016	BiggKofford & Co. ...		1995 Checking		-8,500.00
Bill	73954	06/30/2016			1-615 · Audit	-8,500.00	8,500.00
TOTAL						-8,500.00	8,500.00
Bill Pmt -Check	1112	07/26/2016	Black Hills Energy		1995 Checking		-41.10
Bill		06/30/2016			1-725 · Telephone/U...	-21.13	21.13
Bill		06/30/2016			1-725 · Telephone/U...	-19.97	19.97
TOTAL						-41.10	41.10
Bill Pmt -Check	1113	07/26/2016	Cascade Metropolit...		1995 Checking		-23,493.75
Bill		07/26/2016			2-1050 · UMB Intere...	-23,493.75	23,493.75
TOTAL						-23,493.75	23,493.75
Bill Pmt -Check	1114	07/26/2016	FirstBank		1995 Checking		-266.52
Bill		07/10/2016			1-710 · Chemical an...	-210.52	210.52
TOTAL					1-730 · Vehicle Exp...	-56.00	56.00
						-266.52	266.52
Bill Pmt -Check	1115	07/26/2016	Interstate Chemical...		1995 Checking		-260.00
Bill	238657	06/17/2016			1-710 · Chemical an...	-60.00	60.00
Bill	237883	06/17/2016			1-710 · Chemical an...	-200.00	200.00
TOTAL						-260.00	260.00

Cascade Metropolitan District No. 1
Check Detail
July 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	1116	07/26/2016	Mailing Services Inc		1995 Checking		-246.94
Bill	8494	07/12/2016			1-760 · Office Suppli...	-246.94	246.94
TOTAL						-246.94	246.94
Bill Pmt -Check	1117	07/26/2016	Meyer & Sams Inc		1995 Checking		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	1118	07/26/2016	Pippenger Hedberg...		1995 Checking		-297.50
Bill	1626	07/13/2016			1-676 · Special Litig...	-297.50	297.50
TOTAL						-297.50	297.50
Bill Pmt -Check	1119	07/26/2016	USABlueBook		1995 Checking		-237.43
Bill	5920	07/13/2016			1-710 · Chemical an...	-237.43	237.43
TOTAL						-237.43	237.43
Bill Pmt -Check	1120	07/26/2016	Verizon Wireless		1995 Checking		-37.20
Bill	97676...	06/25/2016			1-725 · Telephone/U...	-37.20	37.20
TOTAL						-37.20	37.20
Bill Pmt -Check	1121	07/26/2016	White Bear Ankele ...		1995 Checking		-3,270.46
Bill	71583	06/25/2016			1-595 · Other Reven...	-73.31	75.00
					3-675 · Legal - Capital	-73.32	75.00
					1-635 · Election	-171.57	175.50
					1-675 · Legal	-2,952.26	3,019.96
TOTAL						-3,270.46	3,345.46
Bill Pmt -Check	1122	07/26/2016	Schooler & Associ...		1995 Checking		-5,000.00
Bill	5940	06/30/2016			1-681 · Managemen...	-5,000.00	5,000.00
TOTAL						-5,000.00	5,000.00

Cascade Metropolitan District No. 1 Check Detail July 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	1123	07/27/2016	Meyer & Sams Inc		1995 Checking		-4,843.10
Bill	7	07/11/2016			1-595 · Other Reven... 3-763 · Design Costs 1-682 · Engineering	-1,533.70 -2,309.19 -1,000.21	3,338.80 5,026.99 2,177.40
TOTAL						-4,843.10	10,543.19

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.f

Requisition No. 15 to UMB Bank

Under Separate Cover

Cascade Metropolitan District No. 1

August 23, 2016 Board Meeting

Agenda Item 4.g

**Approval of Seventh Addendum Independent Contractors
Agreement with GMS, Inc., for General Engineering
Services**

Enclosure

SEVENTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Engineering Services)

This SEVENTH ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the "Seventh Addendum") is entered into and shall become effective as of the 23rd day of August 2016, by and between the CASCADE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and MEYER & SAMS, INC., a Colorado corporation, d/b/a GMS, INC., CONSULTING ENGINEERS (the "Contractor"), collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on August 26, 2015, which was amended in the *First Addendum to Independent Contractor Agreement*, dated November 17, 2015, which was further amended in the *Second Addendum to Independent Contractor Agreement*, dated December 11, 2015, which was further amended in the *Third Addendum to Independent Contractor Agreement*, dated January 26, 2016, and which was further amended in the *Fourth Addendum to Independent Contractor Agreement*, dated January 26, 2016, which was further amended in the *Fifth Addendum to Independent Contractor Agreement*, dated January 29, 2016 and which was further amended in the *Sixth Addendum to Independent Contractor Agreement*, dated March 22, 2016 (collectively, the "Agreement"); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement;
and

WHEREAS, the Parties desire the Contractor to perform additional services not initially included in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this Seventh Addendum.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Seventh Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this Seventh Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

CASCADE METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
MEYER & SAMS, INC., a Colorado corporation, d/b/a
GMS, INC., CONSULTING ENGINEERS

Printed Name: _____

EXHIBIT A

SCOPE OF SERVICES – Water System Improvements Project for Colorado Springs Utilities Conversion

1. During the Preliminary Design Phase, Contractor shall:
 - a. Prepare a site survey of: replacement water line locations; new water line locations; new interconnect water line to Colorado Springs Utilities' water main in Green Mountain Falls distribution system; replacement valve and fire hydrant locations; new valve and fire hydrant locations; new pressure relief vault; new pressure reducing vaults; modifications to turn the potable water tank into a nonpotable water tank; connection of existing water service lines; replacement of portions of water service lines; replacement of the water meters; water meter pit improvements. The survey shall include the identification of surface features and tie downs of underground utilities located by others.
 - b. Secure appropriate geotechnical information as necessary.
 - c. Secure appropriate information to review the water main crossings' physical condition underneath U.S. Highway 24. Coordinate with Colorado Springs Utilities representatives as appropriate.
 - d. Define and apply for any permits required for the installation of the Water System Improvements. Review permitting requirements with the District.
 - e. Develop one set of preliminary specifications for the project. It shall incorporate the Colorado Department of Local Affairs' Energy and Mineral Impact Assistance (EMIA) project financing requirements into the project manual.
 - f. Represent the District before the Water Quality Control Division regarding the various components associated with implementing the improvements.
 - g. Represent the District before the Colorado Springs Utilities regarding the various components associated with implementing the improvements.
 - h. Prepare preliminary designs and plans for the construction of the Water System Improvements on the basis of one project.
 - i. Review existing rights-of-way and easements to determine the extent to which additional easements may be required to accommodate the construction of the Water System Improvements.

- j. Assist in identifying and coordinating the Environmental Site Assessments for identified locations requiring or having easements to be provided to Colorado Springs Utilities.
- k. Prepare the Colorado Springs Utilities required reports for the Water Quality for Holy Cross Novitiate, tank site, pressure surge relief, and the U.S. Highway 24 documentation as appropriate.
- l. Plans and specifications will be developed for one project to be undertaken by one general contractor.

2. During the Final Design Phase, Contractor shall:

- a. Accomplish a review of the design criteria and design concepts with the District. Said review will take into account budget considerations, current design criteria of Colorado Springs Utilities 2014 WLESS.
- b. Develop a design package for submission to the Colorado Department of Public Health and Environment, Water Quality Control Division.
- c. Complete the final design phase services including all bidding documents. The bidding documents will be formatted to accommodate one general construction contract. DOLA Energy and Mineral Impact Assistance requirements will be integrated into the bid package associated with the project.
- d. Prepare cost estimates reflecting the additional knowledge gained through the development of final plans and specifications.
- e. Submit the design, bidding, and contract documents to the District for review.
- f. Submit the final construction documents and the contract documents as required to the Colorado Springs Utilities for review and approval. Coordinate with the Colorado Springs Utilities representatives on the submissions.
- g. Present final plans and specifications to the District.
- h. The Final Design Phase services will be completed within approximately one hundred eighty (180) calendar days after authorization to proceed.

3. During the Bidding or Negotiating Phase, Contractor shall:

- a. Issue bid documents for the scope of work for the Water System Improvements projects.
- b. Conduct personal and telephone conferences with bidders and provide information concerning the bidding documents.

- c. Coordinate with Colorado Springs Utilities and DOLA representatives to determine what, if any, modifications in the form of addendums to the bidding documents are required.
 - d. Conduct the formal bid opening on behalf of District.
 - e. Prepare a detailed bid tabulation of bids received. Provide recommendations to the District on award of the project.
 - f. Coordinate with Colorado Springs Utilities as appropriate throughout the bidding and negotiation phase.
 - g. The Bidding or Negotiating Phase services will be completed within 45 calendar days following receipt of approval of plans and specifications from the District.
4. During the Construction Phase, Contractor shall:
- a. Prepare contract documents for one construction contract to be awarded by the District.
 - b. Prepare for, attend, conduct and prepare a record of proceedings for a Preconstruction Conference.
 - c. Prepare and submit to the District for execution the Notice to Proceed for the construction contract.
 - d. Review and comment on all contractor submittals submitted as a part of the construction contract.
 - e. Review applications and supporting documentation as necessary for submittal to the District in support of Request for Payments from the general construction contractor.
 - f. Prepare for and attend District's board meetings as required. Provide status reports throughout the execution of the project to District as required.
 - g. Resident Project Representative services will be provided.
 - h. Coordinate submittals, site visits and inspections with Colorado Springs Utilities and funding agency representatives as required.
 - i. Coordinate with Colorado Springs Utilities throughout the construction phase with specific attention on items being installed by the District, but being paid for by Colorado Springs Utilities.
 - j. Administer the EMIA funding requirements including quarterly reports and reimbursement requests. Prepare for and assist in the EMIA field audit as appropriate.

- k. Coordinate placement of facilities into active service.
- l. The Construction Phase services are planned to span 220 calendar days.
- 5. The Operational Phase is applicable to this project to the extent listed below.
 - a. Coordinate and submit a system wide leak detection test with reporting as required to the Colorado Springs Utilities for review and approval. Coordinate with the Colorado Springs Utilities representatives on the submissions.
 - b. Assist the District in finalizing the water system conversion with Colorado Springs Utilities. Coordinate with the Colorado Springs Utilities representatives as appropriate.
- 6. The District hereby authorizes the Contractor to provide the following additional services.
 - a. Environmental Site Assessments
 - b. Operation and Maintenance Manual
 - c. Cross-Connection Control Plan
 - d. Easements/Rights-of-Way/Property ownership research
 - e. Geotechnical
 - f. Reproduction
 - g. Funding administration
 - h. Permits
 - i. CDPHE submissions/reviews
 - j. Colorado Springs Utilities submissions/reviews
 - k. Water Quality Report for Holy Cross Novitiate
 - l. Environmental Audit for the existing water storage tank site
 - m. Modeling for pressure surge relief
 - n. Report and meetings for U.S. Highway 24 water main crossings
 - o. Conduct and report on system wide leak detection

7. Contractor shall furnish a Resident Project Representative (“RPR”), assistants and other field staff to assist Contractor in observing progress and quality of the work of Contractor.
 - a. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, CONTRACTOR shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work of construction contractor. However, CONTRACTOR shall not, during such visits or as a result of such observations of construction contractor’s work in progress, supervise, direct, or have control over construction contractor’s work nor shall CONTRACTOR have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by construction contractor, for safety precautions and programs incident to the work of construction contractor, for any failure of construction contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to construction contractor’s performing and furnishing the work, or responsibility of construction for construction contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In particular, the specific limitations set forth in paragraph 2.5 of the Agreement are applicable.
 - b. The duties and responsibilities of the RPR are limited to those of CONTRACTOR in CONTRACTOR’s agreement with the DISTRICT and in the construction Contract Documents, and are further limited and described as follows:
 - c. General - RPR is CONTRACTOR’s agent at the site, will act as directed by and under the supervision of CONTRACTOR, and will confer with CONTRACTOR regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall in general be with CONTRACTOR and construction contractor, keeping DISTRICT advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of construction contractor. RPR shall generally communicate with DISTRICT with the knowledge of and under the direction of CONTRACTOR.
 - d. Duties and Responsibilities of RPR
 - 1) Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by construction contractor and consult with Contractor concerning acceptability.
 - 2) Conferences and Meetings: Attend meetings with construction contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 3) Liaison:
 - a) Serve as CONTRACTOR’s liaison with construction contractor, working principally through construction contractor’s superintendent and assist in understanding the intent of Contract Documents; and assist CONTRACTOR in serving as DISTRICT’s liaison with construction contractor when construction contractor’s operations affect DISTRICT’s on-site operations.

- b) Assist in obtaining from DISTRICT additional details or information, when required for proper execution of the Work.
- 4) Shop Drawings and Samples:
- a) Record date of receipt of Shop Drawings and Samples.
 - b) Receive Samples which are furnished at the site by construction contractor, and notify CONTRACTOR of availability of Samples for examination.
 - c) Advise CONTRACTOR and construction contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONTRACTOR.
- 5) Review of Work, Rejection of Defective Work, Inspections and Tests:
- a) Conduct on-site observations of the Work in progress to assist CONTRACTOR in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to CONTRACTOR whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONTRACTOR or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c) Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that construction contractor maintains adequate records thereof; and observe, record and report to CONTRACTOR appropriate details relative to the test procedures and start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONTRACTOR.
- 6) Interpretation of Contract Documents: Report to CONTRACTOR when clarifications and interpretations of the Contract Documents are needed and transmit to construction contractor clarifications and interpretations as issued by CONTRACTOR.
- 7) Modifications: Consider and evaluate construction contractor's suggestions for modifications in Drawings or Specifications and report with RPR's

recommendations to CONTRACTOR. Transmit to construction contractor in writing decisions as issued by CONTRACTOR.

8) Records:

- a) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONTRACTOR's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to construction contractor and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording construction contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONTRACTOR.
- c) Record names, addresses and telephone numbers of all construction contractors, subcontractors and major suppliers of materials and equipment.

9) Reports:

- a) Furnish to CONTRACTOR periodic reports as required of progress of the Work and of construction contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Consult with CONTRACTOR in advance of scheduled major tests, inspections or start of important phases of the Work.
- c) Draft proposed Change Orders and Work Change Directives, obtaining backup material from construction contractor and recommend to CONTRACTOR Change Orders, Work Change Directives, and Field Orders.
- d) Report immediately to CONTRACTOR and DISTRICT the occurrence of any accident.

10) Payment Requests: Review Applications for Payment with construction contractor for compliance with the established procedure for their submission and forward with recommendations to CONTRACTOR, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11) Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by construction contractor are applicable to the

items actually installed and in accordance with the Contract Documents, and have this material delivered to CONTRACTOR for review and forwarding to DISTRICT prior to final payment for the Work.

12) Completion:

- a) Before CONTRACTOR issues a Certificate of Substantial Completion, submit to construction contractor a list of observed items requiring completion or correction.
- b) Observe whether construction contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c) Conduct a final inspection in the company of CONTRACTOR, DISTRICT and construction contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CONTRACTOR concerning acceptance and issuance of the Notice of Acceptability of the Work.

e. Limitations of Authority by RPR

1) Resident Project Representative:

- a) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by CONTRACTOR
- b) Shall not exceed limitations of CONTRACTOR's authority as set forth in the Agreement or the Contract Documents.
- c) Shall not undertake any of the responsibilities of construction contractor, subcontractors, suppliers, or construction contractor's superintendent.
- d) Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e) Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f) Shall not accept Shop Drawing or Sample submittals from anyone other than construction contractor.
- g) Shall not authorize DISTRICT to occupy the Project in whole or in part.

- h) Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONTRACTOR.

[Note: If the work designed or specified by CONTRACTOR is to be provided or performed under more than one prime contract or the times of performance are to be staggered, the provisions of paragraph 7 and subparagraphs shall be amended or supplemented as required.]

COMPENSATION SCHEDULE - Methods of Payment for Services and Expenses of Contractor.

- 1. For Basic Services. District shall pay Contractor for Basic Services as follows:
 - a. General. The project consists of one general construction project. The design fee for the construction project is established in the amount of \$325,400 for basic services (except for services of Contractor's Resident Project Representative performed or furnished under Exhibit A, Scope of Services, paragraph 7 and Operational Phase services performed or furnished under Exhibit A, Scope of Services, paragraph 5) including services of CONTRACTOR's Consultants are established.
 - b. Resident Project Representative Services. For services of CONTRACTOR's Resident Project Representative performed or furnished under Exhibit A, Scope of Services, paragraph 7, a maximum fee of \$199,700 for services performed or furnished by principals and employees engaged directly in resident project representation. This fee is based upon a 220 calendar day construction period and full-time construction observation.
- 2. For Additional Services. DISTRICT shall pay CONTRACTOR for Additional Services as follows:
 - a. General. For services of CONTRACTOR's principals and employees engaged directly on the Project performed or furnished, an amount based on the applicable labor rate schedule given in Exhibit A, Compensation Schedule, paragraph 6 and limited as provided in Exhibit A, Compensation Schedule, paragraph 2.b.1).
 - b. CONTRACTOR's Consultants. For services of CONTRACTOR's Consultants performed or furnished, the amount billed to CONTRACTOR therefor times a factor of 1.10.
 - 1) Additional Services Authorized. The following additional services and fees are hereby authorized as of the date of this Agreement.
 - a) Environmental Site Assessments\$20,000
 - b) Operation and Maintenance Manual\$5,000
 - c) Cross-Connection Control Plan.....\$4,000

- d) Easements/Rights-of-Way/Property ownership research.....\$60,000
- e) Geotechnical.....\$20,000
- f) Reproduction.....\$2,500
- g) Funding administration\$20,000
- h) Permits.....\$7,500
- i) CDPHE submissions/reviews.....\$7,000
- j) Colorado Springs Utilities submissions/reviews.....\$40,000
- k) Water Quality Report for Holy Cross Novitiate.....\$4,500
- l) Environmental Audit for the existing water storage tank site.....\$12,500
- m) Modeling for pressure surge relief\$7,500
- n) Report and meetings for U.S. Highway 24 water main crossings.....\$4,500
- o) Conduct and report on system wide leak detection.....\$15,000
- p) The maximum fee for additional services shown in Exhibit A, Compensation Schedule, paragraph 2.b.1).a through 2.b.1).o inclusive of \$230,000 shall apply to all services described. The amount for any one item shall not be limited by the amounts shown in Exhibit A, Compensation Schedule, paragraph 2.b.1).a through 2.b.1).o, but shall be limited to the maximum fee shown for all services.

3. Several Prime Contracts. If more than one prime construction contract is awarded for work designed or specified by CONTRACTOR for the project, an additional lump sum fee will be determined by the DISTRICT and CONTRACTOR. The fee given in Exhibit A, Compensation Schedule, paragraph 1.a. is based on one prime construction contract.
4. Serving as a Witness. For services performed by CONTRACTOR's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding, at the rate of \$1,700 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Exhibit A, Compensation Schedule, paragraph 2.a. Compensation for CONTRACTOR's Consultants for such services will be on the basis provided in Exhibit A, Compensation Schedule, paragraph 2.b.

5. For Reimbursable Expenses.

a. DISTRICT shall pay CONTRACTOR for Reimbursable Expenses such as:

- 1) Reproduction, travel, meals while performing service, long distance telephone, postage, permit fees, delivery charges and expendable supplies used during the performance of the services. The charges for reimbursable expenses are contained in the various budget line items.
- 2) The amount payable to CONTRACTOR for Reimbursable Expenses will be the charge actually incurred or the imputed cost allocated by CONTRACTOR therefor times a factor of 1.10.

6. Basis of Fee Charges. The professional fee for services provided hereunder, except for services described in Exhibit A, Compensation Schedule, paragraph 1.a, shall be charged to the DISTRICT on the basis of the following hourly rates as applicable:

1. Hourly rates for calendar year 2016

Principal	\$185.00
Senior Professional Engineer	\$162.00
Professional Engineer	\$144.00
Senior Design Technician	\$150.00
Professional Licensed Surveyor	\$117.00
Design Technician	\$ 98.00
Senior Resident Project Representative	\$105.00
Resident Project Representative	\$ 92.00
Administrative Services	\$ 68.00
Expenses	Cost plus 10%

2. Hourly rates for calendar year 2017

Principal	\$194.00
Senior Professional Engineer	\$170.00
Professional Engineer	\$151.00
Senior Design Technician	\$158.00
Professional Licensed Surveyor	\$123.00
Design Technician	\$103.00
Senior Resident Project Representative	\$110.00
Resident Project Representative	\$ 97.00
Administrative Services	\$ 71.00
Expenses	Cost plus 10%

3. Hourly rates for calendar year 2018

Principal	\$203.00
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Senior Professional Engineer	\$178.00
Professional Engineer	\$158.00
Senior Design Technician	\$165.00
Professional Licensed Surveyor	\$129.00
Design Technician	\$108.00
Senior Resident Project Representative	\$115.00
Resident Project Representative	\$101.00
Clerical	\$ 74.00
Expenses	Cost plus 10%

7. Other Provisions Concerning Payments.

a. Payments Upon Termination.

- 1) In the event of termination during any phase of the Basic Services, CONTRACTOR will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of the expense and labor rate schedules given in Exhibit A, Compensation Schedule, paragraphs 5 and 6 for services performed or furnished during that phase to date of termination by CONTRACTOR's principals and employees engaged directly on the Project.

